

Appendix A

TRANSMISSION LINE RIGHT-OF-WAY AGREEMENTS

Lost City Renewables LLC

Muhlenberg County, Kentucky

Arnold, Morris Raymond
Bivens, Clarence A. and Kelli
Borders, Carl E. and Sidney R.
Boatwright, Daniel Lee
Boatwright, Wanda
Coppage, Corey
Coursey, Deloris H.
Crafton, Casey A. and Krystal Rae
Crafton, Ellis D.
Detweiler, Ada Mae
Detweiler, William H. and Christina J.
Dulworth, Jessica
Gardner, Harold Wayne
Gates, Dorothy and Dewayne J.
Gibson, Joel Lovin, Earleen Beadnell, and Samuel T. Gibson, Jr.
Johnson, Drexel and Vernita
Manning, Michael Wade and Patricia Swords
Manning, Michael W.
McReynolds Farm LLC
Milam Family Trust
Miller, Daniel A. and Barbara Ann
Mullen, Wayne and June
Owens, Scott
Stokes, Lloyd R. and Lisa A.
Thomas, Gary Dale
White, Joey K. and Sherri Lynn
White, Joey K.
White, Sherri H.
Wolf Creek Farms LLC

Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 29th day of July, 2024 (“**Effective Date**”) between Morris Raymond Arnold (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

- A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).
- B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).
- C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option. [REDACTED]

(A) Option Term. [REDACTED]

(B) Use of Premises During Option Term. [REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within 30 calendar days after the Effective Date, Grantee shall pay to Grantor [REDACTED] **"Initial Option Payment"**). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term(**"Extended Option Payments,"** and collectively with the Initial Option Payment the **"Option Payments"**). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee (**"Easement Fee"**). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[illegible]

[REDACTED]
 [REDACTED]
 [REDACTED]

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

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

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee’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 Grantee. The time within which Lender must foreclose or acquire Grantee’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.

(E) The acquisition of all or any part of Grantee’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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Morris Raymond Arnold
280 Lewisburg Lake Rd
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
Attn: Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this

Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

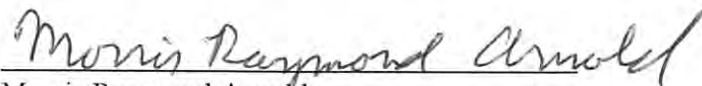
Section 8.14 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

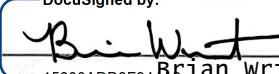

Morris Raymond Arnold

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

DocuSigned by:
By: 
Name: Brian wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Arnold, Morris]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning on a sycamore at a branch, corner to John Shrum and Joe Kennedy, running thence S 56 W 33 poles to a rock, corner to said Kennedy, thence S 10 W 20 poles to a rock corner to same, thence N 58 ½ W 160 poles to a stake in center of the Russellville and Rochester Road corner to said Kennedy, thence S W about 25 rods to a oak thence S E 28 rods 8 links thence S E 120 rods and 39 links with meanderings of branch to a mulberry thence E about 24 poles to honey locust on E side of branch corner to R.W. Duncan thence S 71 E 132 poles to a rock, thence N 28 E 85 poles to White oak or rock, thence N 57 ½ W 101 poles to beginning, containing 120 acres more or less there is reserved in above boundary a grave yard 50 ft. square.

EXCEPTION ONE

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 30.38 acre tract of land conveyed from W.T. Howerton and Alma Howerton, to the City of Lewisburg, by deed dated May 21, 1963, and recorded in Deed Book 177, Page 412, in the records of the office of the Logan County Clerk, being more particularly described as follows:

Beginning at a property corner of W.T. Howerton and A.L. Johnson; thence with Johnson S 63 deg. 26 min. E 44.7 feet, thence S 6 deg. E

382.0 ft.; thence N 84 deg. 00 min. E 382 ft.; thence N 20 deg. 33 min. E 170.8 ft.; thence N 76 deg. 14 min. E 216.0 ft.; thence S 39 deg. 17 min E 142 ft.; thence in a Southerly direction S 7 deg. 07 min. W 161.2 ft. S 21 (overstrike may be 20) deg. 02 min. West 278.0 ft.; S 65 (overstrike may be 75) deg. 45 min. W 211.0 ft. S 71 deg. 34 min. W 63.2 ft. S 10 deg. 18 min. W 111.8 ft. S 17 deg. 21 min. W 1167.6 ft.; S 230.0 ft. to property line of L.C. Kees; thence with same N 65 deg. 20 min. W 1508.0 ft.; thence N 70 deg. 34 min. W 360.4 ft.; thence E 60.0 ft.; thence S 14 deg. 02 min. E 247.4 ft.; thence N 82 deg. 37 min. E 544.5 ft.; thence N 85 deg. 55 min. E 280.7 ft.; thence N 56 deg. 20 min. W 433.0 ft.; thence N 21 deg. 48 min. E 107.7 ft.; thence N 78 deg. 41 min. E 306.0 ft. to the beginning, containing 30.38 acres.

EXCEPTION TWO

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 2.5 acre tract of land conveyed from W.T. Howerton and Alma Howerton, husband and wife, to E.B. Williams and Bessie Nash Williams, husband and wife, by deed dated June 9, 1966 and recorded in Deed Book 185, Page 370, in the records of the office of the Logan County Clerk, being more particularly described as follows:

BEGINNING at a cedar tree corner to W.T. Howerton which tree is 25 ft. from the normal pool of the city of Lewisburg Lake; thence with Howerton N 15 E 6.40 chains to the center of the access road to the lake; thence with the center of the road S 81 E 200 chains; thence with the center of the lake S 77 3/4 E 2.40 chains to the line of the City of Lewisburg Lake property; thence with city line S 15 W 0.62 chains to a corner post; thence with the fence due W 1.93 chains to a post corner at a gap at the West end of the dam; thence across the gap S 15 W 0.24 chains to a post corner to another fence line; thence with this line S 56 E 3.53 chains to the normal pool of the lake; thence with the normal pool of the lake S 8 W 1.10 chains to a stake; thence with the normal pool of the lake S 75 1/2 W 6.91 chains to a stake corner to W. T. Howerton at the end of an old fence line; thence N 15 E 25 ft. to the beginning containing 2.5 acres more or less.

Said description is derived from a survey of said property by W.C. Campbell conducted on June 8, 1966.

EXCEPTION THREE

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 2 acre tract of land conveyed from W.T. Howerton and Alma Howerton,

husband and wife, to E.B. Williams and Bessie Nash Williams, by deed dated February 25, 1967 and recorded in Deed Book 187, Page 555, in the records of the office of the Logan County Clerk, being more particularly described as follows:

BEGINNING at a cedar tree corner to E.B. Williams, which tree is 25 feet from the normal pool of the City of Lewisburg Lake; thence with Williams N 15 E 6.40 chains to the center of the access road to the lake; thence with the center of the said road N 81 W 4 chains to a new corner to Howerton; thence a new line S 15 W 6.40 chains more or less, and parallel with the first line to the normal pool of the said lake; thence with said lake in an easterly direction 4 chains more or less, to the beginning, containing 2 acres, more or less.

For reference only, Parcel ID No. 049-00-00-018-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



EXHIBIT B
EASEMENT AREA

[To be provided]

EXHIBIT C
MEMORANDUM
[Attached]

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 1st day of August, 2024, by and between Morris Raymond Arnold (“**Grantor**”) with an address at 280 Lewisburg Lake Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated August 1, 2024 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

/SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES/



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

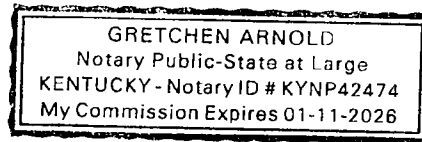
OWNER:

Morris Raymond Arnold
Morris Raymond Arnold

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 11th of July, 2024, by Morris Raymond Arnold.

Signature: Gretchen Arnold
Printed Name: Gretchen Arnold
Title: Notary
ID # (if any): KYNP42474
My Commission Expires: 01-11-2026



Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Arnold, Morris]



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

GRANTEE:

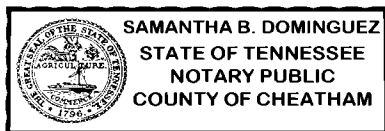
Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



ONLINE NOTARY PUBLIC
MY COMMISSION EXPIRES: JULY 26 2025

Signature: Samantha B. Dominguez
Printed Name: Samantha B Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning on a sycamore at a branch, corner to John Shrum and Joe Kennedy, running thence S 56 W 33 poles to a rock, corner to said Kennedy, thence S 10 W 20 poles to a rock corner to same, thence N 58 ½ W 160 poles to a stake in center of the Russellville and Rochester Road corner to said Kennedy, thence S W about 25 rods to a oak thence S E 28 rods 8 links thence S E 120 rods and 39 links with meanderings of branch to a mulberry thence E about 24 poles to honey locust on E side of branch corner to R.W. Duncan thence S 71 E 132 poles to a rock, thence N 28 E 85 poles to White oak or rock, thence N 57 ½ W 101 poles to beginning, containing 120 acres more or less there is reserved in above boundary a grave yard 50 ft. square.

EXCEPTION ONE

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 30.38 acre tract of land conveyed from W.T. Howerton and Alma Howerton, to the City of Lewisburg, by deed dated May 21, 1963, and recorded in Deed Book 177, Page 412, in the records of the office of the Logan County Clerk, being more particularly described as follows:

Beginning at a property corner of W.T. Howerton and A.L. Johnson; thence with Johnson S 63 deg. 26 min. E 44.7 feet, thence S 6 deg. E

Exhibit A to Memorandum of Transmission Easement Option Agreement



382.0 ft.; thence N 84 deg. 00 min. E 382 ft.; thence N 20 deg. 33 min. E 170.8 ft.; thence N 76 deg. 14 min. E 216.0 ft.; thence S 39 deg. 17 min E 142 ft.; thence in a Southerly direction S 7 deg. 07 min. W 161.2 ft. S 21 (overstrike may be 20) deg. 02 min. West 278.0 ft.; S 65 (overstrike may be 75) deg. 45 min. W 211.0 ft. S 71 deg. 34 min. W 63.2 ft. S 10 deg. 18 min. W 111.8 ft. S 17 deg. 21 min. W 1167.6 ft.; S 230.0 ft. to property line of L.C. Kees; thence with same N 65 deg. 20 min. W 1508.0 ft.; thence N 70 deg. 34 min. W 360.4 ft.; thence E 60.0 ft.; thence S 14 deg. 02 min. E 247.4 ft.; thence N 82 deg. 37 min. E 544.5 ft.; thence N 85 deg. 55 min. E 280.7 ft.; thence N 56 deg. 20 min. W 433.0 ft.; thence N 21 deg. 48 min. E 107.7 ft.; thence N 78 deg. 41 min. E 306.0 ft. to the beginning, containing 30.38 acres.

EXCEPTION TWO

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 2.5 acre tract of land conveyed from W.T. Howerton and Alma Howerton, husband and wife, to E.B. Williams and Bessie Nash Williams, husband and wife, by deed dated June 9, 1966 and recorded in Deed Book 185, Page 370, in the records of the office of the Logan County Clerk, being more particularly described as follows:

BEGINNING at a cedar tree corner to W.T. Howerton which tree is 25 ft. from the normal pool of the city of Lewisburg Lake; thence with Howerton N 15 E 6.40 chains to the center of the access road to the lake; thence with the center of the road S 81 E 200 chains; thence with the center of the lake S 77 3/4 E 2.40 chains to the line of the City of Lewisburg Lake property; thence with city line S 15 W 0.62 chains to a corner post; thence with the fence due W 1.93 chains to a post corner at a gap at the West end of the dam; thence across the gap S 15 W 0.24 chains to a post corner to another fence line; thence with this line S 56 E 3.53 chains to the normal pool of the lake; thence with the normal pool of the lake S 8 W 1.10 chains to a stake; thence with the normal pool of the lake S 75 1/2 W 6.91 chains to a stake corner to W. T. Howerton at the end of an old fence line; thence N 15 E 25 ft. to the beginning containing 2.5 acres more or less.

Said description is derived from a survey of said property by W.C. Campbell conducted on June 8, 1966.

EXCEPTION THREE

THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 2 acre tract of land conveyed from W.T. Howerton and Alma Howerton,

Exhibit A to Memorandum of Transmission Easement Option Agreement



husband and wife, to E.B. Williams and Bessie Nash Williams, by deed dated February 25, 1967 and recorded in Deed Book 187, Page 555, in the records of the office of the Logan County Clerk, being more particularly described as follows:

BEGINNING at a cedar tree corner to E.B. Williams, which tree is 25 feet from the normal pool of the City of Lewisburg Lake; thence with Williams N 15 E 6.40 chains to the center of the access road to the lake; thence with the center of the said road N 81 W 4 chains to a new corner to Howerton; thence a new line S 15 W 6.40 chains more or less, and parallel with the first line to the normal pool of the said lake; thence with said lake in an easterly direction 4 chains more or less, to the beginning, containing 2 acres, more or less.

For reference only, Parcel ID No. 049-00-00-018-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



EXHIBIT B

Easement Area

[To be provided]

DOCUMENT NO: 241840
RECORDED: 8/6/2024 9:07:58 AM
VIA ERECORDING
TOTAL FEES: \$59.00
COUNTY CLERK: STACY WATKINS
DEPUTY CLERK: DONNA ALSUP
COUNTY: LOGAN COUNTY
BOOK: D492 PAGES: 776-783

Exhibit B to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 3rd day of January 2025 (“**Effective Date**”) between Clarence A. Bivens and Kelli Bivens, husband and wife (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

Article 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

Article 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

Article 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within 30 calendar days after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by

Grantee (“**Easement Fee**”). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

Article 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

Article 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

Article 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the

form attached as Exhibit C) (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Clarence A. Bivens
Clarence A. Bivens

Dated: 14-Dec-2024

Kelli Bivens
Kelli Bivens

Dated: 12-14-24

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Clarence A. Bivens and Kelli Bivens]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT TWO:

Being a certain tract of land lying in Logan County, KY on the North, South and West side of the Lost River Road (Highway No. 1040 near the Lost City Spur Road, and being more particularly described by a survey conducted by S & S Surveying Services, Quinton L. Skipworth, PLS 3455, march 22, 2001, as follows:

Tract 1: Beginning at a ½" rebar and cap set in the Southwest right of way line of the Lost City Road (40' r/w), a corner with Gary D. Thomas (Deed Book 250, Page 285); thence from said beginning and running with said right of way line S 27 deg. 11' 32" E 134.77 feet to a meander point; thence continuing with said right of way line for the next sixteen (16) calls; S 36 deg. 36' 09" E 57.41 ft. S 56 deg. 27' 52" E 63.15 ft., S 70 deg. 28' 13" E 81.76 ft., N 89 deg. 59' 22" E 356.53 ft. S 83 deg. 07' 50" E 92.25 ft., S 72 deg. 02' 13" E 53.75 ft. S 57 deg. 30' 06" E 79.43 ft. to a reference ½" rebar and cap set (PLS 3455), S 51 deg. 19' 52" E 533.16 ft., S 43 deg. 38' 16" E 55.92 ft., S 23 deg. 38' 16" E 51.86 ft. S 43 deg. 38' 16" E 55.92 ft., S 23 deg. 38' 16" E 51.86 ft. S 00 deg. 22' 13" W 57.31 ft., S 23 deg. 50' 57" W 97.65 feet to a

reference ½" rebar and cap set (PLS 3455) S 29 deg. 41' 47" W 239.61 ft., S 28 deg. 10' 43" W 185.13 ft., S 27 deg. 28' 31" W 154.78 ft., and S 24 deg. 47' 36" W 167.01 ft. to a ½" rebar and cap set (PLS 3455), a corner with United States TVA Transmission Line (Deed Book 331, Page 604), and located 75.00 feet from the center line of same; thence with the line of TVA S 82 deg. 04' 07" W 944.85 feet to a ½" rebar and cap set (PLS 3455); thence continuing with said TVA property for the next (4) four calls; N 05 deg. 16' 13" W 74.99 feet to a ½" rebar and cap set (3455), S 82 deg. 04' 07" W 1080.00 feet to a ½" rebar and cap set (PLS 3455), S 09 deg. 14' 52" E 785.22 feet to a ½" rebar and cap set (PLS 3455), and N 82 deg. 16' 57" E 55.54 feet to a ½" rebar and cap set (PLS 3455) in the line of Johnnie Thomas (Deed Book 165, Page 103); thence with the line to Johnnie Thomas S 05 deg. 17' 49" W 84.50 feet with a fence to an existing wooden corner post; thence with the line of Johnnie Thomas S 65 deg. 17' 49" W 422.40 feet to a ½" rebar and cap set (PLS 3455); thence continuing with the line of Johnnie Thomas N 31 deg. 31' 59" W 1316.15 feet to a 20" hickory tree with a ½" plastic cap marked (PLS 3455), a corner with Paul D. Kees, et al (Deed Book 261, Page 478); thence with the line of Paul D. Kees, et al, N 31 deg. 02' 29" E 1739.33 feet with a fence to a ½" rebar and cap set (PLS 3455), a corner with Gary Thomas (Deed Book 250, Page 285); thence with the line of Gary Thomas N 82 deg. 36' 11" E 1147.17 feet to the beginning, containing 105.35 acres, more or less.

There is excepted from the above tract a parcel containing 1.96 acres which was previously sold to John Motes and wife, Nancy Motes, by deed recorded November 26, 2001, in Deed Book 338, Page 30, in the office of the Clerk of Logan County, being more particularly described as follows:

A tract of land situated in Logan County, Kentucky, on Lost City Road approximately nine miles North of Russellville, and being more particularly described as follows:

Beginning at an iron pin set in the southwesterly right of way of Lost City Road (20 feet from centerline), a new corner to the subject owners Wayne Mullen and Carroll McPherson, et al, as appease in Deed Book 336, Page 313 (Tract 1), said pin is located for reference South 29 deg 16 min 58 seconds East a distance of 150.79 feet as measured along the southwesterly right of way of Lost City Road from an iron pin found #3455 at the northwest corner of the subject property; thence from said beginning point along the southwesterly right of way of Lost City Road the following three calls: South

46 deg 50 minutes 53 seconds East a distance of 75.37 feet; thence South 64 deg 11 minutes 37 seconds East a distance of 43.44 feet; thence South 71 degrees 18 minutes 08 seconds East a distance of 43.80 feet to an iron pin set; thence leaving said road on new lines to the subject owners the following five calls; South 47 degrees 40 minutes 14 seconds West a distance of 436.49 feet to an iron pin set; thence North 53 degrees 13 minutes 29 seconds West a distance of 179.08 feet to an iron pin; thence North 11 degrees 51 minutes 47 seconds West a distance of 138.93 feet to an iron pin set; thence North 88 degrees 41 minutes 37 seconds East a distance of 164.31 feet to an iron pin set; thence North 55 degrees 58 minutes 48 seconds East a distance of 235.07 feet to the point of beginning, containing 1.96 acres more or less, based on an actual field survey performed by Gary Lee Dunning, Ky. Reg. Land Surveyor #3290 in November of 2001.

There is also excepted from the above described tract which was reserved by Charles Moore and Hope Moore, husband and wife, in Deed Book 393, Page 766, in the Office of the Logan County Clerk, and more particularly described as follows to-wit:

Beginning at an iron pin set at a found bent rebar #3455 in the southwesterly right of way of Lost City Road (approximately 20 feet from centerline), a corner to the subject owners Wayne Mullen, Carroll McPherson, et al, as appears in Deed Book 336, Page 313 (Tract 1), at a corner with the United State of America T.V.A (Deed Book 331, Page 604); thence along the line of the subject owners with T.V.A the following four calls: South 80 deg. 02 min. 47 sec. West a distance of 941.66 feet to an iron pin stamped TVA; thence N 09 deg. 57 min. 27 sec. West a distance of 75.05 feet to an iron pin stamped TVA; thence South 80 deg. 03 min. 00 sec. West a distance of 1079.94 feet to an iron pin stamped TVA; thence South 11 deg. 18 min. 06 sec. East a distance of 591.41 feet to an iron pin set; thence on a new line the following seventeen calls; North 87 deg. 35 min. 40 sec. West a distance of 245.51 feet to an iron pin; thence South 65 deg. 30 min. 35 sec. West a distance of 85.18 feet; thence North 66 deg. 38 min. 21 sec. West a distance of 119.63 feet to an iron pin set; thence North 27 deg. 06 min. 21 sec. West a distance of 92.58 feet to an iron pin set; thence North 30 deg. 04 min. 53 sec. East a distance of 206.16 feet to an iron pin set; thence North 77 deg. 39 min. 38 sec. East a distance of 142.19 feet to an iron pin set; thence North 14 deg. 27 min. 11 sec. East a distance of 189.45 feet to an iron pin set; thence North 08 deg. 43 min. 54 sec. East a distance of 360.05 feet to an iron pin set; thence North 43 deg. 53 min. 28 sec. East a distance of 224.63 feet to an iron pin

set; thence North 15 deg, 23 min. 23 sec. East a distance of 411.61 feet to an iron pin set; thence North 70 deg, 07 min. 24 sec. East a distance of 56.06 feet to an iron pin set; thence North 05 deg, 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 05 deg, 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 70 deg, 21 min. 51 sec. East a distance of 377.82 feet to an iron pin set; thence South 34 deg, 29 min. 06 sec. East a distance of 416.67 feet to an iron pin set; thence North 68 deg, 30 min. 58 sec. East a distance of 241.05 feet to an iron pin set; thence North 00 deg, 57 min. 14 sec. West a distance of 51-65 feet to an iron pin set; thence North 47 deg, 16 min. 44 sec. East a distance of 330.83 feet to an iron pin set in the southwesterly right of my Lost City Road; thence along the meanders of the southwesterly right of way of Lost City Road the following twenty-three calls; South 87 deg, 21 min. 16 sec. East a distance of 28.74 feet; thence North 85 deg, 51 min. 27 sec. East a distance of 83.75 feet; thence North 85 deg, 11 min. 53 sec. East a distance of 121.48 feet; thence North 87 deg, 01 min. 14 sec. East a distance of 69.65 feet; thence South 88 deg, 14 min. 38 sec. East a distance of 51.65 feet; thence South 81 deg, 16 min. 44 sec. East a distance of 45.80 feet; thence South 74 deg, 19 min. 38 sec. East a distance of 40.43 feet; thence South 64 deg, 37 min. 58 sec. East a distance of 51.21 feet; thence South 56 deg, 26 min. 33 sec. East a distance of 54.86 feet to a witness iron pin set; thence South 53 deg, 44 min. 22 sec. East a distance of 205.96 feet; thence South 52 deg, 58 min. 12 sec. East a distance of 259.93 feet; thence South 51 deg, 27 min. 47 sec. East a distance of 72.78 feet; thence South 39 deg, 22 min. 19 sec. East a distance of 51.75 feet; thence South 23 deg, 08 min. 05 sec. East a distance of 33.29 feet; thence South 10 deg, 16 min. 23 sec. East a distance of 25.99 feet; thence South 07 deg, 07 min. 36 sec. West a distance of 37.53 feet to a witness iron pin set; thence South 21 deg, 22 min. 44 sec. West a distance of 54.54 feet; thence South 26 deg, 30 min. 17 sec. West a distance of 98.90 feet; thence South 27 deg, 47 min. 22 sec. West a distance of 203.85 feet; thence South 26 deg, 04 min. 01 sec. West a distance of 126.56 feet; thence a distance of 111.66 feet; thence South 25 deg, 50 min. 08 sec. West a distance of 111.66 feet; thence South 24 deg, 57 min. 50 sec. West a distance of 128.17 feet; thence South 23 deg, 19 min. 17 sec. West a distance of 116.77 feet to the point of beginning, containing 53.37 acres more or less based upon an actual field survey performed by Gary Lee Dunning, Ky Reg. Land Surveyor #3290 in January of 2005.

For reference only, Parcel ID No. 049-00-00-020-03

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

EXHIBIT B
EASEMENT AREA

[To be provided]

Exhibit B

EXHIBIT C
MEMORANDUM

[Attached]

September 30, 2024

Daniel Lee
Boatwright
2300 Forgy Mill Road
Dunmor, KY 42339

**RE: Binding Letter of Intent to enter into Transmission Easement Option Agreement
("Letter of Intent")**

Dear Mr. Boatwright,

Please find enclosed a Transmission Easement Option Agreement ("**Agreement**") and attached memorandum ("**Memorandum**") by and between Daniel Lee Boatwright ("**Grantor**" or "**You**") and Lost City Renewables, LLC, a Delaware limited liability company ("**Grantee**") regarding that real property in Muhlenberg County, Kentucky as further described in Exhibit A attached hereto ("**Premises**")

It is our understanding that the last deeded owner of the Premises is Josie Mae Boatwright, your late Mother, that per the Petition For Probate of Will and/or Appointment of Executor/Administrator of the Estate of Josie Mae you will inherit the Premises, and that at this time the estate has not closed and no affidavit or deed has been recorded transferring the fee ownership of the Premises to You (the "**Transfer**").

By this Letter of Intent you are affirming that, upon the Transfer, you will enter into the Agreement with Grantee as to your inherited interest in the Premises, with such Agreement to be completed as follows: At this time you will execute the Agreement and Memorandum and provide both to Grantee to be held but not executed or made effective by Grantee. Upon the completion of the Transfer, you authorize Grantee to make the Agreement effective by counter-execution and to record the Memorandum in the land records of Muhlenberg County

As consideration for this Binding Letter of Intent, within 30 calendar days after the execution of this Binding Letter of Intent Grantee will pay to You, in advance, one half of the Initial Option Payment as set forth in the Agreement ("**Letter of Intent Payment**"), such Letter of Intent Payment to be deducted from the Initial Option Payment if the Agreement is executed.

If you are in agreement with the terms of the Letter of Intent, please sign this letter and execute the Agreement and attached Memorandum and return them to SelectROW, PO Box 688, Celina, TX 75009.

We sincerely appreciate your interest in our Project.

Sincerely,

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City Renewables, LLC

ACKNOWLEDGED AND AGREED TO:

Daniel Lee Boatwright

By: Daniel L Boatwright
Name: Daniel L Boatwright
Title: Owner

EXHIBIT A

Parcel 1:

Beginning on a hickory tree, the hickory tree, the Southeast to J. D. Smith's tract of land, recorded in Deed Book 392, at Page 328, records of the Muhlenberg County Court Clerk's Office; thence with Smith's line N 88° 38' 16" W, 220.19 to an iron stake, a new corner set in the aforesaid line on the North side of the old road; thence with a new division line S 14° 43' 51" W, 13.19 feet to an iron stake, a new corner set in the center of aforesaid road; thence with a new division line along the center of said road, reduced to the following twenty-five (25) straight line segments: N 83° 42' 04" E, 66.12 feet; thence S 80° 52' 35" E 53.00 feet; thence S 73° 17' 05" E, 54.98 feet; thence S 37° 05' 16" E, 52.58 feet; thence S 21° 01' 11" E, 53.94 feet; thence S 02° 16' 40" W, 52.85 feet; thence S 05° 04' 07" W, 63.17 feet; thence S 10° 42' 06" W, 58.24 feet; thence S 07° 10' 17" W, 93.18 feet; thence S 15° 47' 01" W, 52.97 feet; thence S 55° 38' 33" W, 51.42 feet; thence S 69° 39' 46" W, 104.77 feet; thence S 67° 11' 50" W, 64.17 feet; thence S 62° 15' 48" W, 77.52 feet; thence S 35° 45' 37" W, 64.56 feet; thence S 31° 34' 28" E, 49.69 feet; thence S 26° 32' 25" E, 49.55 feet; thence S 08° 20' 07" W, 79.93 feet; thence S 04° 02' 51" W, 80.21 feet; thence S 20° 25' 58" W, 45.96 feet; thence S 02° 36' 10" E, 50.05 feet; thence S 32° 20' 55" W, 53.91 feet; thence S 25° 28' 21" W, 67.53 feet; thence S 23° 43' 00" W, 81.94 feet; thence S 28° 38' 26" W, 260.75 feet to an iron stake set in the center of the aforesaid old road; thence with a new division line, following an existing fenceline N 62° 05' 57" W, 604.55 feet to an iron stake, a new corner set in another fenceline near a twin black oak; thence with a new division line, following another fenceline S 09° 01' 08" W,

433.84 feet to a stone, a Northeastern corner to Glenda Sue Stogner's tract of land, recorded in Deed Book 395, at Page 82, records of the Muhlenberg County Court Clerk's Office; thence with Stogner's line S 25° 21' 57" W, 124.84 feet to a stone, near the top of a bluff, another corner to Stogner; thence with Stogner's line, along the top of a bluff S 51° 40' 06" E, 56.18 feet to a T. shaped iron pin; thence S 46° 57' 16" E, 120.99 feet; to an iron pin on the top of a bluff, the Northwest corner to Anthony Calvin Roach's tract of land, recorded in Deed Book 399, at Page 65, records of the aforementioned Clerk's Office; thence with Roach's line continuing along the top of the bluff S 71° 36' 38" E, 239.37 feet; thence S 86° 20' 44" E, 145.20 feet; thence S 72° 08' 27" E, 123.41 feet; thence S 69° 13' 27" E, 281.82 feet to a small white oak with fenceline at the top of the bluff; thence descending said bluff with Roach's line N 86° 46' 17" E, 344.11 feet to a large beech tree, the Southwest corner to J. D. Smith's tract of land, recorded in Deed Book 256, at Page 86, records of the Muhlenberg County Court Clerk's Office; thence with Smith's line N 04° 12' 48" E, 184.86 feet to a fence post; thence N 21° 13' 47" E, 441.92 feet to the top of a water falls; thence continuing with Smith's line N 12° 40' 21" E, 478.18 feet; thence N 00° 42' 46" W, 265.93 feet; thence N 03° 50' 14" E, 598.34 feet to an iron stake, the Northwest corner to Smith's tract of land located on the East side of a branch; thence with an existing fenceline to Smith's tract of land N 87° 33' 19" W, 337.73 feet to the point of beginning, containing 33.144 acres by EDM related survey, performed by Mark P. Johnson, KY Reg. L.S. #2557 on 5-8-90 thru 5-19-90 using a magnetic North bearing.

For reference only, Parcel ID No. 226-00-00-029.000

AFFIDAVIT OF DESCENT
OF JOSIE MAE BOATWRIGHT

Comes the Affiant, Daniel Lee Boatwright and after being duly sworn, deposes that he is an heir-at-law of **JOSIE MAE BOATWRIGHT** of **2271 Forge Mill Road, Dunmor, Muhlenberg County, Kentucky, a widow**, who died **intestate** on **January 17, 2024**, owning an interest in Real Property located in Muhlenberg County and left surviving as her heirs at law, the following:

NAME	RELATIONSHIP	AGE INTEREST
Daniel Lee Boatwright 2300 Forge Mill Road Dunmor, KY 42339	Son	Adult 100%

Further the affiant saith naught.

This the 4th day of September 2024.

Daniel Lee Boatwright
Daniel Lee Boatwright

Commonwealth of Kentucky
County of Logan

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing Affidavit of Descent was sworn before me by Daniel Lee Boatwright and was duly signed and acknowledged by him, before me, to be his free act and deed.

This the 4th day of September 2024.

My Commission Expires: 08/31/2025

Alicia C. Johnson
NOTARY PUBLIC # KY NP 32801

THIS INSTRUMENT WAS PREPARED BY:

Alicia C. Johnson
ALICIA C. JOHNSON, ATTORNEY
P. O. BOX 1654
RUSSELLVILLE, KY 42276
(270) 726-8668 (PH.) (270) 726-8660 (fax)
bkcalicia@hotmail.com

DOCUMENT NO: 321367
RECORDED: September 13, 2024 03:14:00 PM
TOTAL FEES: \$50.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: SHERRY R. WHITNEY
COUNTY: MUHLENBERG COUNTY
BOOK: D610 PAGES: 6 - 6

Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 29th day of July, 2024 ("**Effective Date**") between Wanda Boatwright ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

Section 1.4 Access Control Measures. Upon request from Grantor prior to the commencement of construction of the Transmission Facilities, Grantee shall construct signs, fencing, or other measures to prevent ingress or access to the Premises through the Easement Area by unauthorized third parties, such measures to be determined by Grantee in Grantee's reasonable discretion ("**Access Control Measures**"). Grantee's obligation to construct Access Control Measures shall be limited to portions of the Premises in which (i) the Easement Area which abuts the borders of the Premises, and (ii) in which Grantee has removed existing trees or vegetation from such abutting areas. Following the construction of the Access Control Measures Grantee shall maintain and repair any such Access Control Measures during all times the Transmission Facilities are in use by Grantee, but Grantee shall have no obligation to construct additional Access Control Measures. Where the Transmission Facilities within the Premises are part of a contiguous line of Transmission Facilities across the Premises and adjacent and nearby real property ("**Transmission Corridor**"), Grantee may satisfy its obligation to construct Access Control Measures on the Premises by constructing similar Access Control Measures outside of the Premises where the Transmission Corridor abuts public roadways.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more

Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term (“**Extended Option Payments**,” and collectively with the Initial Option Payment the “**Option Payments**”). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee (“**Easement Fee**”). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 5.1 Right to Encumber.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

5

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

Section 8.1 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 calendar 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.

If to Owner:

If to Grantee:

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other

correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants

Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.


GRANTOR:

Wanda A Boatwright
Wanda Boatwright

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

DocuSigned by:
By: 
Name: Brian Wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Boatwright, Wanda]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

TRACT #1: Beginning at a stake, thence N 85 W 50 poles to two black oaks; thence N 15 E 475 feet to a rock; thence S 85 E 50 poles to a rock; thence S 15 W 475 feet to a stake, the point of beginning.

TRACT #2: Beginning at a sugar tree and black gum in Woods line to a stone, thence south to a sugar tree to waterfall in a branch; thence N 5 E 25 poles to a beech tree; thence N 25 W 16 poles to two small Beech trees marked as pointers; thence N 82 3/4 E 50 poles with the old line to the beginning, containing 22 acres, more or less.

Being the same property conveyed to J. D. Smith and wife, Addie Lorene Smith, and the survivor, by Deed dated the 23rd day of September, 1966, and now of record in the office of the Muhlenberg County Court Clerk in Deed Book 256, Page 86.

For reference only, Parcel ID No. 236-00-00-014.002

vright v.3 CLEAN 6.3.2024 DRAFT.docx.pdf

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



EXHIBIT B
EASEMENT AREA

[To be provided]

EXHIBIT C
MEMORANDUM

[Attached]

DOCUMENT NO: 320122
RECORDED: 8/6/2024 11:29:35 AM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$49.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: Sherry R. Whitney
COUNTY: MUHLENBERG COUNTY
BOOK: D609 PAGES: 986-991

After recording, return to:
SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the 1st day of August, 2024, by and between Wanda Boatwright ("**Grantor**") with an address at 2550 Forgy Mill Road, Dunmor, Kentucky 42339, and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated August 1, 2024 ("**Effective Date**"), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes ("**Transmission Facilities**") along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



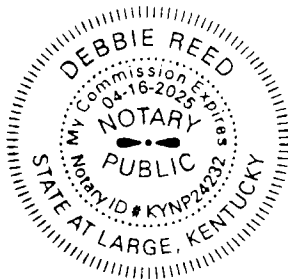
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first written above.

OWNER:

Wanda A Boatwright
Wanda Boatwright

STATE OF Kentucky) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 9 of July, 2024, by Wanda Boatwright.



Signature: Debbie Reed
Printed Name: Debbie Reed
Title: Notary
ID # (if any): 34232
My Commission Expires: 4.16.25

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Boatwright, Wanda]



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

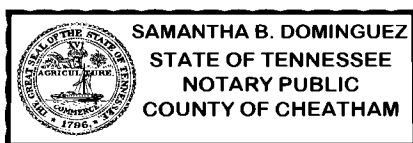
GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



ONLINE NOTARY PUBLIC
MY COMMISSION EXPIRES: JULY 26 2025

Signature: Samantha B. Dominguez
Printed Name: Samantha B Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

TRACT #1: Beginning at a stake, thence N 85 W 50 poles to two black oaks; thence N 15 E 475 feet to a rock; thence S 85 E 50 poles to a rock; thence S 15 W 475 feet to a stake, the point of beginning.

TRACT #2: Beginning at a sugar tree and black gum in Woods line to a stone, thence south to a sugar tree to waterfall in a branch; thence N 5 E 25 poles to a beech tree; thence N 25 W 16 poles to two small Beech trees marked as pointers; thence N 82 3/4 E 50 poles with the old line to the beginning, containing 22 acres, more or less.

Being the same property conveyed to J. D. Smith and wife, Addie Lorene Smith, and the survivor, by Deed dated the 23rd day of September, 1966, and now of record in the office of the Muhlenberg County Court Clerk in Deed Book 256, Page 86.

For reference only, Parcel ID No. 236-00-00-014.002

Exhibit A to Memorandum of Transmission Easement Option Agreement



EXHIBIT B

Easement Area

[To be provided]

Exhibit B to Memorandum of Transmission Easement Option Agreement



After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 6th day of January, 2025, by and between Clarence A. Bivens and Kelli Bivens, husband and wife (“**Grantor**”) with an address at 2991 Lost City Road, Russellville, Kentucky 42276, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated January 3, 2025 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached **Exhibit A** (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached **Exhibit B**, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. **Runs with the Land.** The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or



other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Clarence A. Bivens
Clarence A. Bivens
Kelli Bivens
Kelli Bivens

STATE OF Kentucky)
COUNTY OF Muhlenberg) SS:

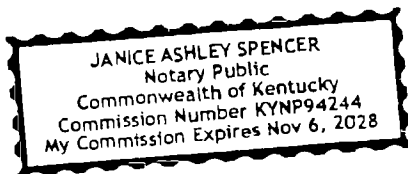
The foregoing instrument was acknowledged before me this 14th of December 2022 by Clarence A. Bivens.



Signature: Janice A. Spencer
Printed Name: Janice A. Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: 11/6/2028

STATE OF Kentucky)
COUNTY OF Muhlenberg) SS:

The foregoing instrument was acknowledged before me this 14th of December 2022 by Kelli Bivens.



Signature: Janice A. Spencer
Printed Name: Janice A. Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: 11/6/2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Clarence A. Bivens and Kelli Bivens]



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 06 of January, 2025, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Ana Laura Salazar Uribe, a Texas State Notary Public
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT TWO:

Being a certain tract of land lying in Logan County, KY on the North, South and West side of the Lost River Road (Highway No. 1040 near the Lost City Spur Road, and being more particularly described by a survey conducted by S & S Surveying Services, Quinton L. Skipworth, PLS 3455, march 22, 2001, as follows:

Tract 1: Beginning at a 1/2" rebar and cap set in the Southwest right of way line of the Lost City Road (40' r/w), a corner with Gary D. Thomas (Deed Book 250, Page 285); thence from said beginning and running with said right of way line S 27 deg. 11' 32" E 134.77 feet to a meander point; thence continuing with said right of way line for the next sixteen (16) calls; S 36 deg. 36' 09" E 57.41 ft. S 56 deg. 27' 52" E 63.15 ft., S 70 deg. 28' 13" E 81.76 ft., N 89 deg. 59' 22" E 356.53 ft. S 83 deg. 07' 50" E 92.25 ft., S 72 deg. 02' 13" E 53.75 ft. S 57 deg. 30' 06" E 79.43 ft. to a reference 1/2" rebar and cap set (PLS 3455), S 51 deg. 19' 52" E 533.16 ft., S 43 deg. 38' 16" E 55.92 ft., S 23 deg. 38' 16" E 51.86 ft. S 43 deg. 38' 16" E 55.92 ft., S 23 deg. 38' 16" E 51.86 ft. S 00 deg. 22' 13" W 57.31 ft., S 23 deg. 50' 57" W 97.65 feet to a

reference 1/2" rebar and cap set (PLS 3455) S 29 deg. 41' 47" W 239.61 ft., S 28 deg. 10' 43" W 185.13 ft., S 27 deg. 28' 31" W 154.78 ft., and S 24 deg. 47' 36" W 167.01 ft. to a 1/2" rebar and cap set (PLS 3455), a corner with United Stated TVA Transmission Line (Deed Book 331, Page 604), and located 75.00 feet from the center line of same; thence with the line of TVA S 82 deg. 04' 07" W 944.85 feet to a 1/2" rebar and cap set (PLS 3455); thence continuing with said TVA property for the next (4) four calls; N 05 deg. 16' 13" W 74.99 feet to a 1/2" rebar and cap set (3455), S 82 deg. 04' 07" W 1080.00 feet to a 1/2" rebar and cap set (PLS 3455), S 09 deg. 14' 52" E 785.22 feet to a 1/2" rebar and cap set (PLS 3455), and N 82 deg. 16' 57" E 55.54 feet to a 1/2" rebar and cap set (PLS 3455) in the line of Johnnie Thomas (Deed Book 165, Page 103); thence with the line to Johnnie Thomas S 05 deg. 17' 49" W 84.50 feet with a fence to an existing wooden corner post; thence with the line of Johnnie Thomas S 65 deg. 17' 49" W 422.40 feet to a 1/2" rebar and cap set (PLS 3455); thence continuing with the line of Johnnie Thomas N 31 deg. 31' 59" W 1316.15 feet to a 20" hickory tree with a 1/2" plastic cap marked (PLS 3455), a corner with Paul D. Kees, et al (Deed Book 261, Page 478); thence with the line of Paul D. Kees, et al, N 31 deg. 02' 29" E 1739.33 feet with a fence to a 1/2" rebar and cap set (PLS 3455), a corner with Gary Thomas (Deed Book 250, Page 285); thence with the line of Gary Thomas N 82 deg. 36' 11" E 1147.17 feet to the beginning, containing 105.35 acres, more or less.

There is excepted from the above tract a parcel containing 1.96 acres which was previously sold to John Motes and wife, Nancy Motes, by deed recorded November 26, 2001, in Deed Book 338, Page 30, in the office of the Clerk of Logan County, being more particularly described as follows:

A tract of land situated in Logan County, Kentucky, on Lost City Road approximately nine miles North of Russellville, and being more particularly described as follows:

Beginning at an iron pin set in the southwesterly right of way of Lost City Road (20 feet from centerline), a new corner to the subject owners Wayne Mullen and Carroll McPherson, et al, as appease in Deed Book 336, Page 313 (Tract 1), said pin is located for reference South 29 deg 16 min 58 seconds East a distance of 150.79 feet as measured along the southwesterly right of way of Lost City Road from an iron pin found #3455 at the northwest corner of the subject property; thence from said beginning point along the southwesterly right of way of Lost City Road the following three calls: South

Exhibit A to Memorandum of Transmission Easement Option Agreement



46 deg 50 minutes 53 seconds East a distance of 75.37 feet; thence South 64 deg 11 minutes 37 seconds East a distance of 43.44 feet; thence South 71 degrees 18 minutes 08 seconds East a distance of 43.80 feet to an iron pin set; thence leaving said road on new lines to the subject owners the following five calls; South 47 degrees 40 minutes 14 seconds West a distance of 436.49 feet to an iron pin set; thence North 53 degrees 13 minutes 29 seconds West a distance of 179.08 feet to an iron pin; thence North 11 degrees 51 minutes 47 seconds West a distance of 138.93 feet to an iron pin set; thence North 88 degrees 41 minutes 37 seconds East a distance of 164.31 feet to an iron pin set; thence North 55 degrees 58 minutes 48 seconds East a distance of 235.07 feet to the point of beginning, containing 1.96 acres more or less, based on an actual field survey performed by Gary Lee Dunning, Ky. Reg. Land Surveyor #3290 in November of 2001.

There is also excepted from the above described tract which was reserved by Chades Moore and Hope Moore, husband and wife, in Deed Book 393, Page 766, in the Office of the Logan County Clerk, and more particularly described as follows to-wit:

Beginning at an iron pin set at a found bent rebar #3455 in the southwesterly right of way of Lost City Road (approximately 20 feet from centerline), a corner to the subject owners Wayne Mullen, Carroll McPherson, et al, as appears in Deed Book 336, Page 313 (Tract 1), at a corner with the United State of America T.V.A (Deed Book 331, Page 604); thence along the line of the subject owners with T.V.A the following four calls: South 80 deg. 02 min. 47 sec. West a distance of 941.66 feet to an iron pin stamped TVA; thence N 09 deg. 57 min. 27 sec. West a distance of 75.05 feet to an iron pin stamped TVA; thence South 80 deg. 03 min. 00 sec. West a distance of 1079.94 feet to an iron pin stamped TVA; thence South 11 deg. 18 min. 06 sec. East a distance of 591.41 feet to an iron pin set; thence on a new line the following seventeen calls; North 87 deg. 35 min. 40 sec. West a distance of 245.51 feet to an iron pin; thence South 65 deg. 30 min. 35 sec. West a distance of 85.18 feet; thence North 66 deg. 38 min. 21 sec. West a distance of 119.63 feet to an iron pin set; thence North 27 deg. 06 min. 21 sec. West a distance of 92.58 feet to an iron pin set; thence North 30 deg. 04 min. 53 sec. East a distance of 206.16 feet to an iron pin set; thence North 77 deg. 39 min. 38 sec. East a distance of 142.19 feet to an iron pin set; thence North 14 deg. 27 min. 11 sec. East a distance of 189.45 feet to an iron pin set; thence North 08 deg. 43 min. 54 sec. East a distance of 360.05 feet to an iron pin set; thence North 43 deg. 53 min. 28 sec. East a distance of 224.63 feet to an iron pin

Exhibit A to Memorandum of Transmission Easement Option Agreement



set; thence North 15 deg. 23 min. 23 sec. East a distance of 411.61 feet to an iron pin set; thence North 70 deg. 07 min. 24 sec. East a distance of 56.06 feet to an iron pin set; thence North 05 deg. 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 05 deg. 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 70 deg. 21 min. 51 sec. East a distance of 377.82 feet to an iron pin set; thence South 34 deg. 29 min. 06 sec. East a distance of 416.67 feet to an iron pin set; thence North 68 deg. 30 min. 58 sec. East a distance of 241.05 feet to an iron pin set; thence North 00 deg. 57 min. 14 sec. West a distance of 51-65 feet to an iron pin set; thence North 47 deg. 16 min. 44 sec. East a distance of 330.83 feet to an iron pin set in the southwesterly right of my Lost City Road; thence along the meanders of the southwesterly right of way of Lost City Road the following twenty-three calls; South 87 deg. 21 min. 16 sec. East a distance of 28.74 feet; thence North 85 deg. 51 min. 27 sec. East a distance of 83.75 feet; thence North 85 deg. 11 min. 53 sec. East a distance of 121.48 feet; thence North 87 deg. 01 min. 14 sec. East a distance of 69.65 feet; thence South 88 deg. 14 min. 38 sec. East a distance of 51.65 feet; thence South 81 deg. 16 min. 44 sec. East a distance of 45.80 feet; thence South 74 deg. 19 min. 38 sec. East a distance of 40.43 feet; thence South 64 deg. 37 min. 58 sec. East a distance of 51.21 feet; thence South 56 deg. 26 min. 33 sec. East a distance of 54.86 feet to a witness iron pin set; thence South 53 deg. 44 min. 22 sec. East a distance of 205.96 feet; thence South 52 deg. 58 min. 12 sec. East a distance of 259.93 feet; thence South 51 deg. 27 min. 47 sec. East a distance of 72.78 feet; thence South 39 deg. 22 min. 19 sec. East a distance of 51.75 feet; thence South 23 deg. 08 min. 05 sec. East a distance of 33.29 feet; thence South 10 deg. 16 min. 23 sec. East a distance of 25.99 feet; thence South 07 deg. 07 min. 36 sec. West a distance of 37.53 feet to a witness iron pin set; thence South 21 deg. 22 min. 44 sec. West a distance of 54.54 feet; thence South 26 deg. 30 min. 17 sec. West a distance of 98.90 feet; thence South 27 deg. 47 min. 22 sec. West a distance of 203.85 feet; thence South 26 deg. 04 min. 01 sec. West a distance of 126.56 feet; thence a distance of 111.66 feet; thence South 25 deg. 50 min. 08 sec. West a distance of 111.66 feet; thence South 24 deg. 57 min. 50 sec. West a distance of 128.17 feet; thence South 23 deg. 19 min. 17 sec. West a distance of 116.77 feet to the point of beginning, containing 53.37 acres more or less based upon an actual field survey performed by Gary Lee Dunning, Ky Reg. Land Surveyor #3290 in January of 2005.

For reference only, Parcel ID No. 049-00-00-020-03

Exhibit A to Memorandum of Transmission Easement Option Agreement



EXHIBIT B

Easement Area

[To be provided]

Exhibit B to Memorandum of Transmission Easement Option Agreement

DOCUMENT NO: 247193
RECORDED: 1/7/2025 10:47:36 AM
VIA ERECORDING
TOTAL FEES: \$59.00
COUNTY CLERK: STACY WATKINS
DEPUTY CLERK: DONNA ALSUP
COUNTY: LOGAN COUNTY
BOOK: D496 PAGES: 357-364



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 22nd day of January, 2025 (“**Effective Date**”) between Carl E. Borders, Jr. and Sidney R. Borders, as Trustees of the Carl E. Borders, Jr. Trust, dated July 14, 2014; Claudia M. Borders, as Trustee of the Claudia M. Borders Revocable Trust, date May 1, 2009; Sidney R. Borders (in his individual capacity), Lynne R. Borders; and Dale Ray Borders, as Trustee of the Dale Ray Borders Revocable Living Trust, date July 5, 2013 (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy transmission purposes only.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Access Easements.

(a) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an easement over and across the Easement Area from adjacent properties not owned by the Grantor, or any of them, for ingress to and egress from the Easement Area and Transmission Facilities and not over or across any portions of the Premises outside of the Easement area, for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time on such adjacent properties ("**Access Easement**"). The Transmission Easement and Access Easement are collectively, the "**Easement**". The Easement shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) Grantee may further elect, by notice to Grantor, to expand the Access Easement to include the portions of the Premises identified in Exhibit B-1 attached hereto (the "**Additional Access Route**"), subject to the Additional Access Route Payment set forth herein. Grantee may further elect, by notice to Grantor, to expand and/or improve the existing lane and/or to build an additional lane or road along the Additional Access Route, all subject to the Access Easement Payment set forth herein. Grantee agrees to use commercially reasonable efforts in the improvement and/or expansion the existing lane and location of the additional lane or road, if any, so as to minimize the interruption of Grantor's operations on the Premises and the destruction of timber or crops. The boundaries of any such expansion of the existing lane and the location of the additional lane or road shall be identified by a survey provided by the Grantee to the Grantor at Grantee's expense which shall include the total acreage of the land used for the Additional Access Route. In no event shall any improvement or expansion of the existing lane impact the existing cemetery located on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop or timber damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards within the Easement Area which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee. Grantee shall not fence the Easement Area or otherwise obstruct, impede or interfere with free access on, over, and across the Easement Area by Grantor to the Premises East of the Easement Area.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed within the Easement Area by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities within the Easement Area. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Easement Area. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement. If Grantee fails to timely record such a release, then Grantee shall be liable for Grantor's actual attorney's fees incurred in connection with a proceeding to quiet title arising from the Memorandum.

- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date and before the Memorandum of Transmission Easement Option Agreement is recorded, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, then on or before the commencement of each Extended Option Term Grantee shall pay to Grantor a payment of [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments"). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, with the Option Notice but prior to the commencement of construction of Transmission Facilities Grantee shall pay to Grantor [REDACTED] within the Easement Area, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed within the Easement Area. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

Section 3.4 Additional Access Route Payment. If Grantee elects to utilize the Additional Access Route as set forth in Section 1.2(B), then as consideration for the Additional Access Route Grantee shall pay to Grantor [REDACTED] for the Additional Access Route as disclosed by the survey required by Section 1.2(B) (the "Access Easement Payment").

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee after 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(C) Farm Tenants. Grantee acknowledges that Grantor has entered into and intends to enter [REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement for the Easement Area 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment

or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantor, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Sidney R. Borders
53714 Sherwood Ln
Shelby Township, MI 48315

If to Grantee:

Lost City Renewables LLC
Attn: Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantor to Grantee in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and

effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and their heirs, legal representatives, successors, assigns, permittees, licensees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor prior to the amendment being 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 B. Grantor hereby consents to the recordation of the interest of an assignee in

the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantor.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

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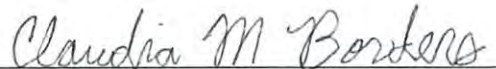
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Carl E. Borders, Jr. Trust, dated July 14, 2014

By: 
Sidney R. Borders, Trustee

Claudia M. Borders Revocable Trust, date May 1, 2009

By: 
Claudia M. Borders, Trustee

Sidney R. Borders (in his individual capacity)


Sidney R. Borders

Lynne R. Borders


Lynne R. Borders

Dale Ray Borders Revocable Living Trust, date July 5, 2013

By: 
Dale Ray Borders, Trustee

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Borders]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a gum on the South side of Dunmore and Beechland Road, corner to James Silvey and running thence with said road South $61 \frac{3}{4}$ East 12.59 chains to a rock on North side of said road; thence South $30 \frac{1}{12}$ East 3.16 chains to a rock on the south side of said road; thence $67 \frac{1}{2}$ East to a rock on North side of said road in the mouth of a lane; thence North $15 \frac{3}{4}$ East 3.39 chains to a rock at the head of a drain; thence down said drain North $78 \frac{1}{4}$ East 4.28 chains to a stake in the center of the drain with three hickories marked pointers; thence down said drain with its meanders South $69 \frac{1}{2}$ East 5.50 chains; thence South $41 \frac{3}{4}$ East 9.50 chains; thence South $77 \frac{1}{2}$ East 5 chains; thence North 79 East 3 chains; thence leaving the drain North $68 \frac{1}{2}$ East 2.50 chains to a beech with pointers on South side of the branch; thence North $78 \frac{1}{2}$ East 10.25 to a hickory; thence South 87 East 10.50 chains to a stake in the center of a wash; thence North 43 East 6.50 chains to a gum; thence North 74 East 3.20 on to the center of a drain and with two maples marked pointers; thence down said drain with its meanders North $87 \frac{1}{3}$ East 1.73 chains; thence North $47 \frac{1}{2}$ East 1.70 chains; thence South 79 East 1 chain; thence North $68 \frac{1}{2}$ East 3.50 chains to the center of a large drain; thence down said large drain North 1 East 4.61 chains; thence North $33 \frac{3}{4}$ East 7.90 chains; thence North 69 East 2.75 chains to an oak on the bank of Wolf Lick Creek in the center of the mouth of said drain; thence up said creek with its meanders to a beech, a corner to Jerry Baugh; thence with his line 50.75 chains South 79 West to a beech; thence South 85 West 6 chains to a stake; thence North $26 \frac{3}{4}$ West 24.50 chains to the beginning, containing $145 \frac{1}{2}$ acres more or less. There has been sold off the above tract of land about 20 acres to A. A. DeArmond lying on the West side of Dunmore and Beechland Road and it is not hereby conveyed. There is also reserved one-half interest in a mineral and oil rights under said land sold to J. N. Forgy; Adler Clark and Ada Clark being one and the same.

Being the same property conveyed unto Donna Jean Maciulis and husband, Jonas Maciulis, by Straw Deed dated the 30th day of December, 2016 of record in Deed Book 437, Page 535, Office of the Logan County Court Clerk.

For reference only, Parcel ID No. 031-00-00-027-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



EXHIBIT B
EASEMENT AREA

[To be provided]

EXHIBIT B-1

ADDITIONAL ACCESS ROUTE



Exhibit A-1 – Anticipated Location of Easement Area

EXHIBIT C
MEMORANDUM
[Attached]

Title	RE: SR-LC-14 Owner Signed Agreement
File name	SR-LC-14_Carl_E___...Owner__Signed.pdf
Document ID	5c90ee27192ac3691f20a505c74959a78b3b15bb
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 21 / 2025

13:06:11 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

01 / 22 / 2025

19:21:23 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

01 / 22 / 2025

19:22:41 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

01 / 22 / 2025

19:22:41 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 24 day of January, 2025, by and between Carl E. Borders, Jr. and Sidney R. Borders, as Trustees of the Carl E. Borders, Jr. Trust, dated July 14, 2014; Claudia M. Borders, as Trustee of the Claudia M. Borders Revocable Trust, date May 1, 2009; Sidney R. Borders (in his individual capacity), Lynne R. Borders; and Dale Ray Borders, as Trustee of the Dale Ray Borders Revocable Living Trust, date July 5, 2013 (“**Grantor**”) with an address at 53714 Sherwood Lane, Shelby Township, Michigan 48315, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated January 22, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, irrevocable, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”).

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the



Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee of Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

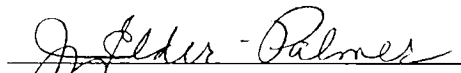
GRANTOR:

Carl E. Borders, Jr. Trust, dated July 14, 2014

By: 
Sidney R. Borders, Trustee

STATE OF MICHIGAN }
 }
 } ss.
COUNTY OF MACOMB }

The foregoing instrument was acknowledged before me this 10th day of December, 2024 by Sidney R. Borders, Trustee of the Carl E. Borders, Jr. Trust, dated July 14, 2014 on behalf of the Trust.

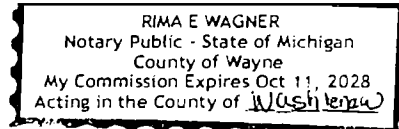

Judy Elder Palmer, Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 8/27/2029

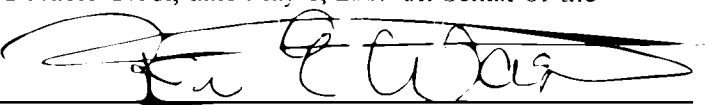
Claudia M. Borders Revocable Trust, date May 1, 2009

By: 
Claudia M. Borders, Trustee

STATE OF MICHIGAN }
 }
 } ss.
COUNTY OF WASHTENAW }


The foregoing instrument was acknowledged before me this 13th day of December, 2024 by Claudia M. Borders, Trustee of the Claudia M. Borders Trust, date May 1, 2009 on behalf of the Trust.



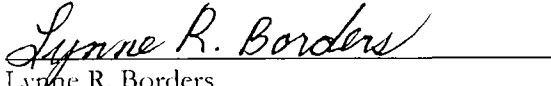

Rima E. Wagner, Notary Public
Wayne County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires: 10/11/2028



Sidney R. Borders (in his individual capacity)

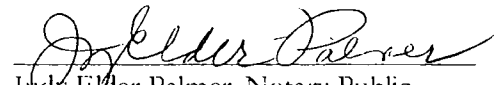

Sidney R. Borders

Lynne R. Borders


Lynne R. Borders

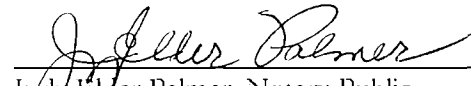
STATE OF MICHIGAN }
 }
 } ss.
COUNTY OF MACOMB }

The foregoing instrument was acknowledged before me this 10th day of December 2024
by Sidney R. Borders.


Judy Elder Palmer, Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 8/27/2029

STATE OF MICHIGAN }
 }
 } ss.
COUNTY OF MACOMB }

The foregoing instrument was acknowledged before me this 10th day of December 2024
by Lynne R. Borders.


Judy Elder Palmer, Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 8/27/2029



Dale Ray Borders Revocable Living Trust, date July 5, 2013

By: Dale Ray Borders
Dale Ray Borders, Trustee

STATE OF MICHIGAN }
 } ss.
COUNTY OF CALHOUN }

The foregoing instrument was acknowledged before me this 18th day of December 2024 by Dale Ray Borders, Trustee of the Dale Ray Borders Trust, date July 5, 2013 on behalf of the Trust.

Rebecca J Plegue
Rebecca J Plegue, Notary Public
Calhoun County, Michigan
Acting in Calhoun County, Michigan
My Commission Expires: 10/16/2029

GRANTEE:

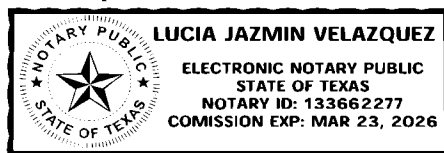
Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 24 of January, 2025, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: March 23, 2026
[SEAL]



Lucia Velazquez
Notary Public
Notary ID No: 133662277

Document Notarized using a Live Audio-Video Connection



Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348





EXHIBIT A

DESCRIPTION OF PREMISES

The following described property in the County of Logan, State of Kentucky:

Beginning at a gum on the South side of Dunmore and Beechland Road, corner to James Silvey and running thence with said road South $61 \frac{3}{4}$ East 12.59 chains to a rock on North side of said road; thence South $30 \frac{1}{12}$ East 3.16 chains to a rock on the south side of said road; thence $67 \frac{1}{2}$ East to a rock on North side of said road in the mouth of a lane; thence North $15 \frac{3}{4}$ East 3.39 chains to a rock at the head of a drain; thence down said drain North $78 \frac{3}{4}$ East 4.28 chains to a stake in the center of the drain with three hickories marked pointers; thence down said drain with its meanders South $69 \frac{1}{2}$ East 5.50 chains; thence South $41 \frac{3}{4}$ East 9.50 chains; thence South $77 \frac{1}{2}$ East 5 chains; thence North 79 East 3 chains; thence leaving the drain North $68 \frac{1}{2}$ East 2.50 chains to a beech with pointers on South side of the branch; thence North $78 \frac{1}{2}$ East 10.25 to a hickory; thence South 87 East 10.50 chains to a stake in the center of a wash; thence North 43 East 6.50 chains to a gum; thence North 74 East 3.20 on to the center of a drain and with two maples marked pointers; thence down said drain with its meanders North $87 \frac{1}{3}$ East 1.73 chains; thence North $47 \frac{1}{2}$ East 1.70 chains; thence South 79 East 1 chain; thence North $68 \frac{1}{2}$ East 3.50 chains to the center of a large drain; thence down said large drain North 1 East 4.61 chains; thence North $33 \frac{3}{4}$ East 7.90 chains; thence North 69 East 2.75 chains to an oak on the bank of Wolf Lick Creek in the center of the mouth of said drain; thence up said creek with its meanders to a beech, a corner to Jerry Baugh; thence with his line 50.75 chains South 79 West to a beech; thence South 85 West 6 chains to a stake; thence North $26 \frac{3}{4}$ West 24.50 chains to the beginning, containing $145 \frac{1}{2}$ acres more or less. There has been sold off the above tract of land about 20 acres to A. A. DeArmond lying on the West side of Dunmore and Beechland Road and it is not hereby conveyed. There is also reserved one-half interest in a mineral and oil rights under said land sold to J. N. Forgy; Adler Clark and Ada Clark being one and the same.

Being the same property conveyed to Carl E. Borders, Jr. and Sidney R. Borders, as Trustees of the Carl E. Borders, Jr. Trust, dated July 14, 2014; Claudia M. Borders, as Trustee of the Claudia M. Borders Revocable Trust, date May 1, 2009; Sidney R. Borders and wife Lynne R. Borders; and Dale Ray Borders, as Trustee of the Dale Ray Borders Revocable Living Trust, date July 5, 2013 from Donna Jean Maciulis and husband, Jonas Maciulis by Deed recorded July 21, 2017 at Deed Book 438, Pages 500-506 and Document No. 190424 in the Office of the Clerk of Logan County, Kentucky.

For reference only, Parcel ID No. 031-00-00-027-00

EXHIBIT B

Easement Area

[To be provided]

Exhibit B to Memorandum of Transmission Easement Option Agreement

DOCUMENT NO: 248435
RECORDED: 2/17/2025 10:10:38 AM
VIA ERECORDING
TOTAL FEES: \$62.00
COUNTY CLERK: STACY WATKINS
DEPUTY CLERK: DONNA ALSUP
COUNTY: LOGAN COUNTY
BOOK: D497 PAGES: 147-155



Transmission Easement Agreement

This Transmission Easement Agreement (“**Agreement**”) is made as of this 2nd day of April, 2025 (“**Effective Date**”) between Corey Coppage (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County and Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

Article 1. EASEMENT

Section 1.1 Review of Premises. Commencing on the Effective Date Grantee and its employees, agents and contractors shall have a non-exclusive right to enter the Premises and the right of ingress and egress over and across the Premises for the purposes of (i) surveying the Premises and (ii) performing such test and studies on, over, under, and across the Premises as Grantee may desire in connection with the Grantee’s intended construction of Transmission Facilities, including without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil testing, provided that such activities do not unreasonably interfere with Grantor’s use of the Premises.

Section 1.2 Transmission Easement.

(A) Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, “**Transmission Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Transmission Easement**”). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities

(whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (“**Access Easement**”) (the Transmission Easement and Access Easement are collectively, the “**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor’s operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee’s sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee’s sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee’s selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee’s Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee’s Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

Article 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) The written agreement of the Parties to terminate this Agreement;
- (B) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

Article 3. PAYMENTS AND TAXES

Section 3.1 Easement Payment. As consideration for granting the Transmission Easement, upon execution of the easement Grantee shall pay to Grantor [REDACTED] ("Easement Fee).

Section 3.2 Annual Payment. Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED]. Each successive Annual Payment shall be due [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

Article 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

Article 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations

under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or

Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee and shall be limited to the uses set out in paragraph 1.2; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

Article 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

If to Grantee:

Corey Coppage
5915 Millstream Dr
Groveland, FL 34736

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). Upon selection of the Easement Area Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar days after the amendment has been filed in the public records of the county or counties where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

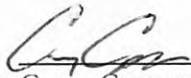
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Corey Coppage

Dated: 3-27-25

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County and Muhlenberg County, Kentucky and more particularly described as:

Beginning at a ½" rebar (set) next to a stone(found) on the north side of Fagg Road, also a corner to Jimmy Sears (DB 247, pg 167); thence along a common boundary with Sears, N 10 deg. 51' 27" E 971.42 feet to a 5/8" rebar w/cap #2211 (found) in the line of the Robert Woods Estate (DB 322, pg 607) of record in the Muhlenberg County Court Clerk's office; thence along a surveyed with Woods S 73 deg. 39' 27" E 584.92 feet to a steel post (Found); thence S 73 deg. 46' 33" E 229.64 feet to a steel post (Found); thence S 83 deg. 19' 45" E 937.52 feet to a steel post (found); thence S 82 deg. 55' 26" E 521.13 feet to a steel post (found) a corner to subject parcel and the Lewis Gaskie property (DB 140, pg 492 & DB 180, pg. 531); thence along a common division with the Gaskie property S 11 deg. 08' 29" W 719.87 feet to a ½" rebar (set) in a pile of stones lying in a fence line; thence following the general course of a boundary fence S 80 deg. 20' 16" W 1274.54 feet to a ½" rebar (set) next to a stone (found), also a corner to Gaskie; thence continuing with Gaskie S 4 deg. 15' 35" W 228.08 feet to a ½" rebar (set) in a fence corner on the north side of Fagg Road; thence S 12 deg. 07' 37" E 11.55 feet to the existing center of Fagg Road, and thence following the center of same as follows, S 88 deg. 07' 28" W 24.13 feet, N 81 deg. 33' 14" W 54.79 feet, N 79 deg. 01' 23" W 166.83 feet, thence N 73 deg. 13' 04" W 39.19 feet, N 67 deg. 45' 42" W 47.35 feet, N 64 deg. 18' 49" W 188.25 feet, N 63 deg. 41' 09" W 50.44 feet, N 55 deg. 18' 44" W 51.70 feet, N 51' deg. 22' 00" W 194.50 feet, N 49 deg. 15' 59" W 42.49 feet, N 42 deg. 58' 18" W 59.06 feet, N 39 deg. 34' 00" W 74.22 feet, N 43 deg. 22' 21" W 81.36 feet, N 46 deg. 06' 34"

W 60.06 feet, N 58 deg. 52' 51" W 35.67 feet, N 76 deg. 30' 32" W 27.27 feet to a point in the center of road; thence N 10 deg. 41' 02"E 30.51 feet to the point of beginning, containing 54.63 acres more or less, according to a survey by Pardue Land Surveying in November 1997, Licensed Surveyor, Sue Pardue, Ky. PLS 1401. Being a new survey to correct errors found in the same property described in Deed Book 265, page 291, of record in the Logan County Court Clerk's Office.

Being the same parcel conveyed to Corey Coppage from Kevin Robertson and wife, Debbie Robertson by Deed dated September 26, 2003 and recorded at Book 349, Page 590, in the office of the Clerk of the Logan County Court.

For reference only, Parcel ID No. 236-00-00-028.000X & 031-00-00-009-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

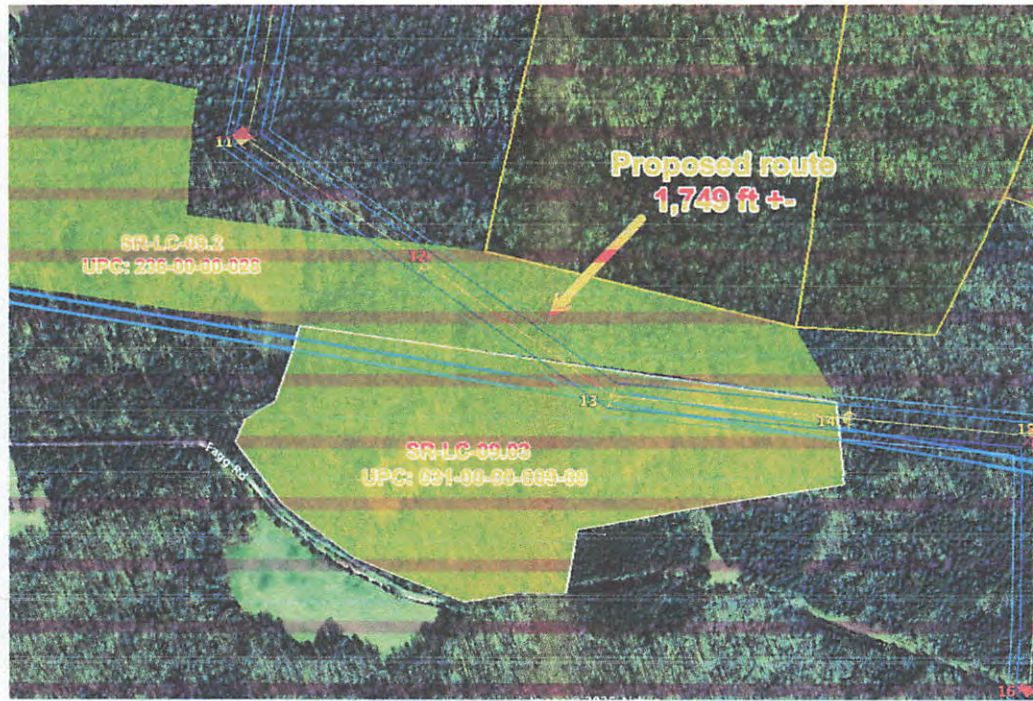


Exhibit A-1 – Anticipated Location of Easement Area

EXHIBIT B
EASEMENT AREA

[To be provided]

Exhibit A-1 – Anticipated Location of Easement Area

EXHIBIT C
MEMORANDUM

[Attached]

Exhibit A-1 – Anticipated Location of Easement Area

Title	RE: Lost City
File name	SR-LC-09.2_09.3_A..._Owner_Signed.pdf
Document ID	6c940a29bb36039d5a93e266507ade49a7480bab
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 02 / 2025

10:49:51 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

04 / 02 / 2025

15:32:59 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

04 / 02 / 2025

15:34:11 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

04 / 02 / 2025

15:34:11 UTC

The document has been completed.

After recording, return to:
SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT (“**Memorandum**”) is made as of the 10th day of April, 2025, by and between Corey Copping (“**Grantor**”) with an address at 5915 Millstream Drive, Groveland, Florida 34736, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated April 2, 2025 (“**Effective Date**”), affecting the real property in Logan County and Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”) whereby Grantor has granted to Grantee an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) to be subsequently selected by Grantee pursuant to the terms of the Agreement, and which upon selection shall be set forth on the attached Exhibit B by amendment to the Memorandum, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or



other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

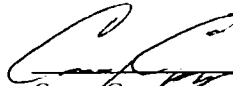
3. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county or counties in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:




Corey Coppage

STATE OF Florida)
COUNTY OF lake) SS:

The foregoing instrument was acknowledged before me this 27th of March, 2025, by Corey Coppage.



Signature: 
Printed Name: VeVa Perez
Title: FSR
ID # (if any): _____
My Commission Expires: 11-2-2026



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 10 of April, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Brittany Rene Copeland
Printed Name: Brittany Rene Copeland
Title: a Texas Notary Public
ID # (if any): 133645929
My Commission Expires: March 15, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County and Muhlenberg County, Kentucky and more particularly described as:

Beginning at a ½" rebar (set) next to a stone(found) on the north side of Fagg Road, also a corner to Jimmy Sears (DB 247, pg 167); thence along a common boundary with Sears, N 10 deg. 51' 27" E 971.42 feet to a 5/8" rebar w/cap #2211 (found) in the line of the Robert Woods Estate (DB 322, pg 607) of record in the Muhlenberg County Court Clerk's office; thence along a surveyed with Woods S 73 deg. 39' 27" E 584.92 feet to a steel post (Found); thence S 73 deg. 46' 33" E 229.64 feet to a steel post (Found); thence S 83 deg. 19' 45" E 937.52 feet to a steel post (found); thence S 82 deg. 55' 26" E 521.13 feet to a steel post (found) a corner to subject parcel and the Lewis Gaskie property (DB 140, pg 492 & DB 180, pg. 531); thence along a common division with the Gaskie property S 11 deg. 08' 29" W 719.87 feet to a ½" rebar (set) in a pile of stones lying in a fence line; thence following the general course of a boundary fence S 80 deg. 20' 16" W 1274.54 feet to a ½" rebar (set) next to a stone (found), also a corner to Gaskie; thence continuing with Gaskie S 4 deg. 15' 35" W 228.08 feet to a ½" rebar (set) in a fence corner on the north side of Fagg Road; thence S 12 deg. 07' 37" E 11.55 feet to the existing center of Fagg Road, and thence following the center of same as follows, S 88 deg. 07' 28" W 24.13 feet, N 81 deg. 33' 14" W 54.79 feet, N 79 deg. 01' 23" W 166.83 feet, thence N 73 deg. 13' 04" W 39.19 feet, N 67 deg. 45' 42" W 47.35 feet, N 64 deg. 18' 49" W 188.25 feet, N 63 deg. 41' 09" W 50.44 feet, N 55 deg. 18' 44" W 51.70 feet, N 51 deg. 22' 00" W 194.50 feet, N 49 deg. 15' 59" W 42.49 feet, N 42 deg. 58' 18" W 59.06 feet, N 39 deg. 34' 00" W 74.22 feet, N 43 deg. 22' 21" W 81.36 feet, N 46 deg. 06' 34"

W 60.06 feet, N 58 deg. 52' 51" W 35.67 feet, N 76 deg. 30' 32" W 27.27 feet to a point in the center of road; thence N 10 deg. 41' 02" E 30.51 feet to the point of beginning, containing 54.63 acres more or less, according to a survey by Pardue Land Surveying in November 1997, Licensed Surveyor, Sue Pardue, Ky. PLS 1401. Being a new survey to correct errors found in the same property described in Deed Book 265, page 291, of record in the Logan County Court Clerk's Office.

Being the same parcel conveyed to Corey Coppage from Kevin Robertson and wife, Debbie Robertson by Deed dated September 26, 2003 and recorded at Book 349, Page 590, in the office of the Clerk of the Logan County Court.

For reference only, Parcel ID No. 236-00-00-028.000X & 031-00-00-009-00

Exhibit A to Memorandum of Transmission Easement Agreement



EXHIBIT B

Easement Area

[To be provided]

DOCUMENT NO: 326948
RECORDED: 4/14/2025 3:19:28 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$53.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: Sherry R. Whitney
COUNTY: MUHLENBERG COUNTY
BOOK: D611 PAGES: 1777-1782

DOCUMENT NO: 250511
RECORDED: 4/10/2025 11:10:55 AM
VIA ERECORDING
TOTAL FEES: \$53.00
COUNTY CLERK: STACY WATKINS
DEPUTY CLERK: DONNA ALSUP
COUNTY: LOGAN COUNTY
BOOK: D498 PAGES: 297-302

Exhibit A to Memorandum of Transmission Easement Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this ____ day of _____, 11/11/2024 (“**Effective Date**”) between Deloris H. Coursey (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom (but not anchored to the ground) for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that no towers or poles shall use wires or guy wires. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) Grantee's failure to exercise the Option within the Option Term.
 - (a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.
- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor a [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-

of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] by [REDACTED] on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED]. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) on or before [REDACTED], then within [REDACTED] after the Effective Date Grantee shall pay to Grantor [REDACTED].

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the

form attached as Exhibit C (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

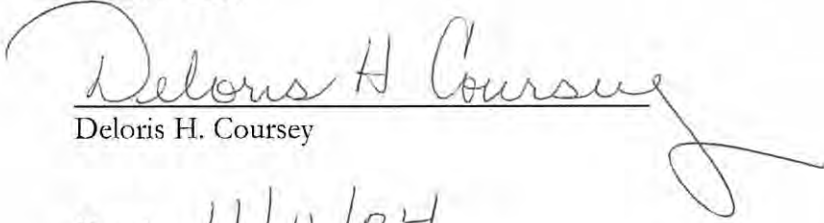
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Deloris H. Coursey

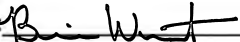
Dated: 11/11/24

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By:  _____

Name: Brian Wright

Title: VP Lost City
Renewables, LLC

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel 1:

Tract One

A certain tract or parcel of land lying and being in Logan Co., Ky., on the waters of Alum Lick Creek and bounded as follows:

Beginning on red oak corner to Newman, thence N65 W 89 poles to a stake in Penrod's line, thence S 30 W 148 poles to a stake in Thomas line, thence with said line S 70 E 89 poles to a rock in the Stribling line, thence with same N29 E 71 poles to a rock corner to Stribling, thence N 28 E 70 poles to the beginning, containing 80 acres.

Tract Two

A certain tract or parcel of land in Logan County, Kentucky, on the waters of Wolf Lick Creek and bounded and described as follows:

Beginning at C. D. Penrods and Richardsons corner, thence running N 65 W 131 poles to B. E. Grays corner to said Greys line, thence with Grays line S 1 W 126 poles to the southern boundary line of the original survey to Grays most southern corner, (a stone), thence S 85 ½ E 66 poles with John L. Baughs line to corner of Baugh and Penrod, thence N 30 E 94 poles to the beginning, containing 56 acres, more or less.

Being the same property conveyed to Hinton Lumber Company, Inc. by Emma Lou Chatmon et al by deed dated December 29, 1972 and recorded in Deed Book 209, Page 151, in the office of the Logan County Clerk.

Tract 3

Beginning at a maple on the south of a slough; running thence S 30 W 30 poles to a hickory; thence S 69 E 12 poles to a stone; thence S 4 E 10 poles to a double elm; thence S 83 W 22 poles to an elm on the bank of Wolf Lick Creek; thence N 85 W 41 poles to an elm in the bend of the creek; thence N 5 W 14 poles to a beech; thence N 2 W 26 poles to a black gum; thence N 82 W 23 poles 10 links to a maple in the bend of the creek; thence N 3 W 36 poles to a sycamore; thence N 81 E 18 poles to a sycamore; thence S 75 E 10 poles to an ash; thence S 50 E 12 poles to a stake; thence S 30 E 18 poles to a gum; thence S 18 E 13 poles to a white oak; thence S 38 E 16 poles to a stake; thence N 86 E 16 poles to a gum; thence N 50 E 20 poles to the beginning, containing 38 acres, more or less

Being the remainder of the same property conveyed to Hinton Lumber Company, Inc by deed dated October 21, 1985 by Gregory M Penrod, et al, recorded in Commissioner Deed Book 14, Page 116, in the office of the Logan County Clerk.

Tract 4

Situated in Logan County, Kentucky, on the waters of Wolf Lick Creek, and more particularly described as follows:

Beginning at the mouth of Alum Creek and running thence up the middle of Wolf Lick Creek with its meanders 53 2/5 poles to a stake corner in Brigg's line; thence S 70 E 71 poles to a stake with pointers; thence N 30 E 54 poles to a stake; thence N 65 ½ W 66 poles to a rock at a stump; thence N 47 W 31 poles to the beginning, containing 25 acres more or less.

Being the same property conveyed to Hinton Lumber Co., Inc., by deed dated January 30, 1988 from Mary Alice McCord and husband, William B. McCord, Jr., and found of record in Deed Book 258 Page 202, in the office of the Logan County Clerk.

For reference only, Parcel ID No. 047-00-00-003-00

Parcel 2:

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "SET IRON PIN" IS A 5/8" DIAMETER STEEL REINFORCING BAR, EIGHTEEN INCHES IN LENGTH WITH A PLASTIC CAP STAMPED "J.L. HARRIS -P.L.S. 3148". ALL BEARINGS STATED HEREIN ARE REFERRED TO FOUND MONUMENTATION AS DESCRIBED IN DEED BOOK 218 PAGE 861 - TRACT ONE.

BEGINNING AT A SET IRON PIN AT THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF THE IRON MOUNTAIN ROAD, APPROXIMATELY 20 FEET FROM CENTERLINE AND THE COON RANGE LAKE ROAD, APPROXIMATELY 15 FEET FROM CENTERLINE; THENCE WITH THE SOUTH RIGHT-OF-WAY OF THE COON RANGE LAKE ROAD N 74°01'14" E 47.32 FEET; THENCE N 79°10'08" E 158.59 FEET; THENCE N 88°13'42" E 478.52 FEET; THENCE S 89°36'19" E 260.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1460.00 FEET, AN ARC LENGTH OF 291.89 FEET AND A CHORD DISTANCE OF 291.40 FEET BEARING S 83°52'40" E; THENCE S 78°17'05" E 302.61 FEET TO A SET IRON PIN, A NEW CORNER; THENCE TURNING RIGHT, LEAVING SAID RIGHT-OF-WAY ON A NEW DIVISION LINE S 11°42'55" W 46.72 FEET TO A SET IRON PIN; THENCE TURNING LEFT S 51°38'13" E 356.94 FEET TO A SET IRON PIN; THENCE TURNING RIGHT S 29°51'39" W 603.09 FEET TO A SET IRON PIN; THENCE TURNING LEFT S 74°23'55" E 1369.46 FEET TO A SET IRON PIN; THENCE TURNING LEFT N 56°52'02" E 474.88 FEET TO A SET IRON PIN; THENCE TURNING LEFT N 08°46'14" E 538.54 FEET TO A SET IRON PIN IN SAID RIGHT-OF-WAY; THENCE TURNING RIGHT WITH SAID RIGHT-OF-WAY S 78°17'05" E 338.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 61.57 FEET AND A CHORD DISTANCE OF 61.54 FEET BEARING S 81°13' 28" E TO A SET IRON PIN, CORNER TO GISH AND McPHERSON (DEED BOOK 348 PAGE 713); THENCE TURNING RIGHT, LEAVING SAID RIGHT-OF-WAY WITH THE LINE OF GISH AND MCPHERSON, THEN GIBBS (DEED BOOK 347 PAGE 343) S 08°46'14" W 883.09 FEET TO A FOUND IRON PIN (NO I.D. CAP); THENCE TURNING LEFT S 14°46'31" E 1449.79 FEET TO A FOUND IRON PIN (NO I.D. CAP); THENCE TURNING LEFT S 24°43'25" E 874.92 FEET TO A SET IRON PIN IN THE LINE OF HARDISON (DEED BOOK 159 PAGE 442 - TRACT THREE); THENCE TURNING RIGHT WITH THE LINE OF HARDISON S 45°11'36" W 201.30 FEET TO A SET IRON PIN; THENCE S 42°11'36" W 333.20 FEET TO A SET IRON PIN IN THE LINE OF HARDISON (DEED BOOK 159 PAGE 442 - TRACT ONE); THENCE TURNING RIGHT WITH THE LINE OF HARDISON, THEN HINTON LUMBER COMPANY (DEED BOOK 209 PAGE 151) N 69°46'45" W 3882.33 FEET TO A FOUND ROCK, CORNER TO PEARMAN (DEED BOOK 297 PAGE 413); THENCE TURNING RIGHT WITH THE LINE OF PEARMAN N 07°12'40" E 719.81 FEET TO A FOUND ROCK; THENCE TURNING LEFT N 86°27'11" W 381.78 FEET TO A FOUND IRON PIN #2474 IN THE EAST RIGHT-OF-WAY OF THE IRON MOUNTAIN ROAD; THENCE TURNING RIGHT WITH SAID RIGHT-OF-WAY N 00°22'13" E 1860.20 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINING 233.55 ACRES AS SHOWN BY SURVEY PERFORMED BY JEFFREY L. HARRIS, P.L.S. #3148 WITH BENCHMARK LAND SURVEYING, DATED AUGUST 16, 2004.

BEING A PORTION OF THE PROPERTY CONVEYED TO MAXINE HINTON BY DEED DATED NOVEMBER 2, 2004 AS RECORDED IN DEED BOOK 357 PAGE 034 AS FOUND IN THE RECORDS OF THE LOGAN COUNTY CLERK, RUSSELLVILLE KENTUCKY.

For reference only, Parcel ID No 047-00-00-024-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

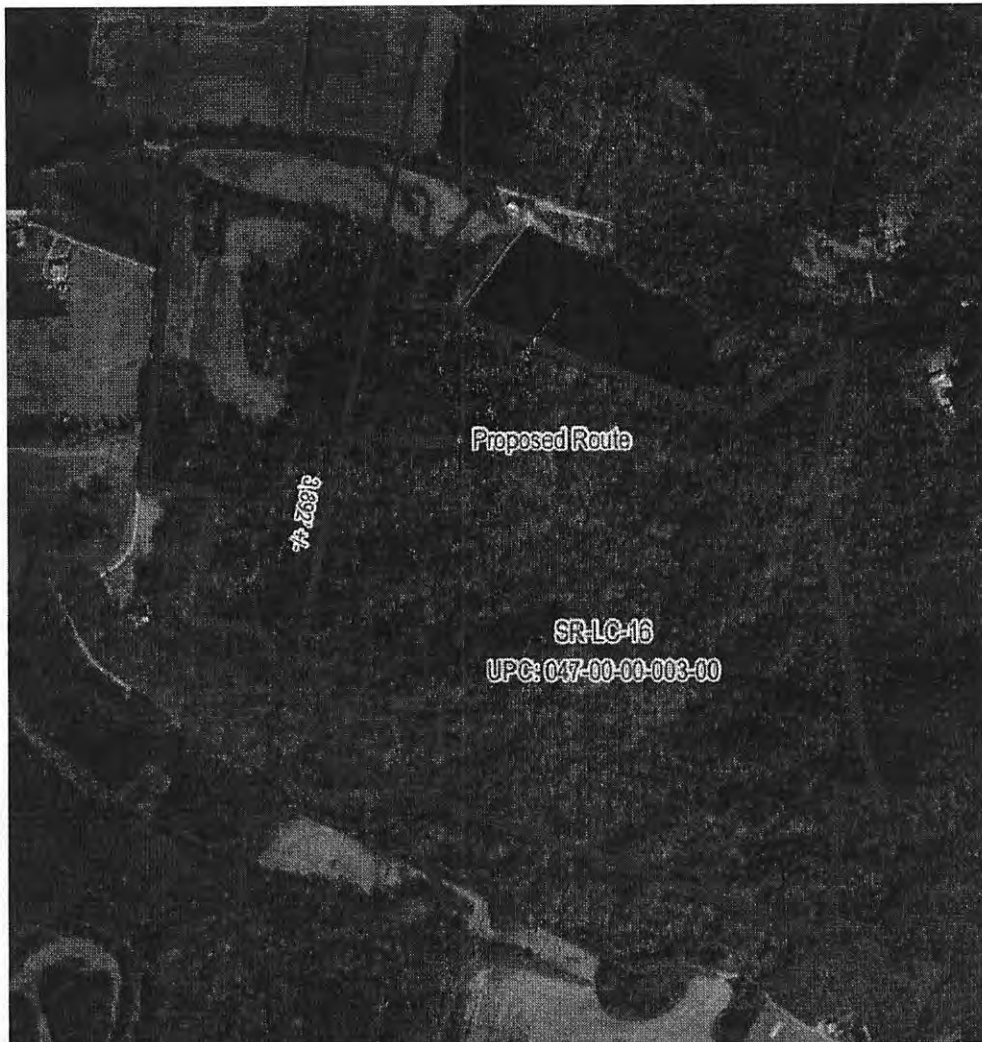


Exhibit A-1 – Anticipated Location of Easement Area



←↑
Move ~~the~~ Line 150 ft West / 44-45 pole
DA

Exhibit A-1 - Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the _____ day of _____, 11/11/2024, by and between Deloris H. Coursey (“**Grantor**”) with an address at 2245 Beechland Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated _____, 11/11/2024 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) provided that such tower or poles shall not utilize anchoring wires or guy wires along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Deloris H Coursey
Deloris H. Coursey

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this Nov. 11th of 11th, 2024, by Deloris H. Coursey.



Signature: Shindana Amos
Printed Name: Shindana Amos
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City Renewables, LLC

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 09 of December, 2024, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Texas Notary
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian J. Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel 1:

Tract One

A certain tract or parcel of land lying and being in Logan Co., Ky., on the waters of Alum Lick Creek and bounded as follows:

Beginning on red oak corner to Newman, thence N65 W 89 poles to a stake in Penrod's line, thence S 30 W 148 poles to a stake in Thomas line, thence with said line S 70 E 89 poles to a rock in the Stribling line, thence with same N29 E 71 poles to a rock corner to Stribling, thence N 28 E 70 poles to the beginning, containing 80 acres.

Tract Two

A certain tract or parcel of land in Logan County, Kentucky, on the waters of Wolf Lick Creek and bounded and described as follows:

Beginning at C. D. Penrods and Richardsons corner, thence running N 65 W 131 poles to B. E. Grays corner to said Greys line, thence with Grays line S 1 W 126 poles to the southern boundary line of the original survey to Grays most southern corner, (a stone), thence S 85 1/4 E 66 poles with John L. Baughs line to corner of Baugh and Penrod, thence N 30 E 94 poles to the beginning, containing 56 acres, more or less.

Being the same property conveyed to Hinton Lumber Company, Inc. by Emma Lou Chatmon et al by deed dated December 29, 1972 and recorded in Deed Book 209, Page 151, in the office of the Logan County Clerk.

Tract 3

Beginning at a maple on the south of a slough; running thence S 30 W 30 poles to a hickory; thence S 69 E 12 poles to a stone; thence S 4 E 10 poles to a double elm; thence S 83 W 22 poles to an elm on the bank of Wolf Lick Creek; thence N 85 W 41 poles to an elm in the bend of the creek; thence N 5 W 14 poles to a beech; thence N 2 W 26 poles to a black gum; thence N 82 W 23 poles 10 links to a maple in the bend of the creek; thence N 3 W 36 poles to a sycamore; thence N 81 E 18 poles to a sycamore; thence S 75 E 10 poles to an ash; thence S 50 E 12 poles to a stake; thence S 30 E 18 poles to a gum; thence S 18 E 13 poles to a white oak; thence S 38 E 16 poles to a stake; thence N 86 E 16 poles to a gum; thence N 50 E 20 poles to the beginning, containing 38 acres, more or less

Being the remainder of the same property conveyed to Hinton Lumber Company, Inc by deed dated October 21, 1985 by Gregory M Penrod, et al, recorded in Commissioner Deed Book 14, Page 116, in the office of the Logan County Clerk.

Tract 4

Situated in Logan County, Kentucky, on the waters of Wolf Lick Creek, and more particularly described as follows:

Beginning at the mouth of Alum Creek and running thence up the middle of Wolf Lick Creek with its meanders 53 2/5 poles to a stake corner in Brigg's line; thence S 70 E 71 poles to a stake with pointers; thence N 30 E 54 poles to a stake; thence N 65 1/2 W 66 poles to a rock at a stump; thence N 47 W 31 poles to the beginning, containing 25 acres more or less.

Being the same property conveyed to Hinton Lumber Co., Inc., by deed dated January 30, 1988 from Mary Alice McCord and husband, William B. McCord, Jr., and found of record in Deed Book 258 Page 202, in the office of the Logan County Clerk.

For reference only, Parcel ID No. 047-00-00-003-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Parcel 2:

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "SET IRON PIN" IS A 5/8" DIAMETER STEEL REINFORCING BAR, EIGHTEEN INCHES IN LENGTH WITH A PLASTIC CAP STAMPED "J.L. HARRIS - P.L.S. 3148". ALL BEARINGS STATED HEREIN ARE REFERRED TO FOUND MONUMENTATION AS DESCRIBED IN DEED BOOK 218 PAGE 861 - TRACT ONE.

BEGINNING AT A SET IRON PIN AT THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF THE IRON MOUNTAIN ROAD, APPROXIMATELY 20 FEET FROM CENTERLINE AND THE COON RANGE LAKE ROAD, APPROXIMATELY 15 FEET FROM CENTERLINE; THENCE WITH THE SOUTH RIGHT-OF-WAY OF THE COON RANGE LAKE ROAD N 74°01'14" E 47.32 FEET; THENCE N 79°10'08" E 158.59 FEET; THENCE N 88°13'42" E 478.52 FEET; THENCE S 89°36'19" E 260.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1460.00 FEET, AN ARC LENGTH OF 291.89 FEET AND A CHORD DISTANCE OF 291.40 FEET BEARING S 83°52'40" E; THENCE S 78°17'05" E 302.61 FEET TO A SET IRON PIN, A NEW CORNER; THENCE TURNING RIGHT, LEAVING SAID RIGHT-OF-WAY ON A NEW DIVISION LINE S 11°42'55" W 46.72 FEET TO A SET IRON PIN; THENCE TURNING LEFT S 51°38'13" E 356.94 FEET TO A SET IRON PIN; THENCE TURNING RIGHT S 29°51'39" W 603.09 FEET TO A SET IRON PIN; THENCE TURNING LEFT S 74°23'55" E 1369.46 FEET TO A SET IRON PIN; THENCE TURNING LEFT N 56°52'02" E 474.88 FEET TO A SET IRON PIN; THENCE TURNING LEFT N 08°46'14" E 538.54 FEET TO A SET IRON PIN IN SAID RIGHT-OF-WAY; THENCE TURNING RIGHT WITH SAID RIGHT-OF-WAY S 78°17'05" E 338.90 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 61.57 FEET AND A CHORD DISTANCE OF 61.54 FEET BEARING S 81°13' 28" E TO A SET IRON PIN, CORNER TO GISH AND MCPHERSON (DEED BOOK 348 PAGE 713); THENCE TURNING RIGHT, LEAVING SAID RIGHT-OF-WAY WITH THE LINE OF GISH AND MCPHERSON, THEN GIBBS (DEED BOOK 347 PAGE 343) S 08°46'14" W 883.09 FEET TO A FOUND IRON PIN (NO I.D. CAP); THENCE TURNING LEFT S 14°46'31" E 1449.79 FEET TO A FOUND IRON PIN (NO I.D. CAP); THENCE TURNING LEFT S 24°43'25" E 874.92 FEET TO A SET IRON PIN IN THE LINE OF HARDISON (DEED BOOK 159 PAGE 442 - TRACT THREE); THENCE TURNING RIGHT WITH THE LINE OF HARDISON S 45°11'36" W 201.30 FEET TO A SET IRON PIN; THENCE S 42°11'36" W 333.20 FEET TO A SET IRON PIN IN THE LINE OF HARDISON (DEED BOOK 159 PAGE 442 - TRACT ONE); THENCE TURNING RIGHT WITH THE LINE OF HARDISON, THEN HINTON LUMBER COMPANY (DEED BOOK 209 PAGE 151) N 69°46'45" W 3882.33 FEET TO A FOUND ROCK, CORNER TO PEARMAN (DEED BOOK 297 PAGE 413); THENCE TURNING RIGHT WITH THE LINE OF PEARMAN N 07°12'40" E 719.81 FEET TO A FOUND ROCK; THENCE TURNING LEFT N 86°27'11" W 381.78 FEET TO A FOUND IRON PIN #2474 IN THE EAST RIGHT-OF-WAY OF THE IRON MOUNTAIN ROAD; THENCE TURNING RIGHT WITH SAID RIGHT-OF-WAY N 00°22'13" E 1860.20 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINING 233.55 ACRES AS SHOWN BY SURVEY PERFORMED BY JEFFREY L. HARRIS, P.L.S. #3148 WITH BENCHMARK LAND SURVEYING, DATED AUGUST 16, 2004.

BEING A PORTION OF THE PROPERTY CONVEYED TO MAXINE HINTON BY DEED DATED NOVEMBER 2, 2004 AS RECORDED IN DEED BOOK 357 PAGE 034 AS FOUND IN THE RECORDS OF THE LOGAN COUNTY CLERK, RUSSELLVILLE KENTUCKY.

For reference only, Parcel ID No 047-00-00-024-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 29th day of July, 2024 (“**Effective Date**”) between Casey A. Crafton and Krystal Rae Crafton, husband and wife (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take

possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 8.1 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 calendar 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.

If to Owner:

If to Grantee:

Section 8.2 Hazardous Materials.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance

with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

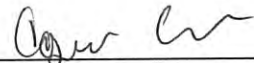
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

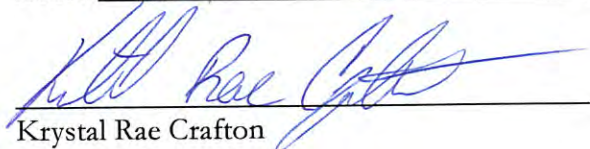
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Casey A. Crafton

Dated: 7/10/2024



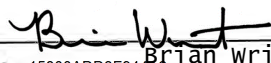
Krystal Rae Crafton

Dated: 7/10/24

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

DocuSigned by:
By: 
Name: 15800ADD3F944A2... Brian Wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Casey A. Crafton and Krystal Rae Crafton]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

LEGAL DESCRIPTION ("Tract 4"):

Being a certain parcel of land located approximately 1.7 miles east of the Community of Dunmor, Muhlenberg County, Kentucky, and approximately 6.2 miles south of the Community of Belton, Muhlenberg County, Kentucky at 2488 Forgy Mill Road, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar and cap (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 SPC83-Kentucky (south) coordinate system.

Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Dorothy Gates South 40° 42' 25" East, 425.21 feet to an iron rebar and cap (set), a new division corner with Tract 3, the true Point of BEGINNING; thence with Dorothy Gates South 40° 42' 25" East, 433.02 feet to an iron rebar and cap (set) in a stump in the line of Jossie Boatwright (Deed Book 402 Page 181); thence with Jossie Boatwright in part and Alvin Buchanan (Deed Book 481 Page 710) in part North 89° 05' 52" West, 262.57 feet to a point in the center of an

old road, a perpetual joint use access easement (width unknown); thence continuing with Alvin Buchanan North 89° 05' 52" West, 441.82 to an iron rebar and cap (set) a new division corner with Tract 2; thence a new division with Tract 2 North 45° 17' 40" West, 153.52 feet to an iron rebar and cap (set), a new division corner with Tract 3; thence a new division with Tract 3 North 68° 29' 59" East, 434.45 feet to a point in the center of the afore mentioned perpetual joint use access easement; thence North 68° 29' 59" East, 136.26 feet to the Point of BEGINNING; containing 154,113 sq. ft. or 3.538 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS # 4163", during the month of March 2018.

Together with and subject to the rights of others in and to the use of a perpetual joint use access easement (width unknown), being described as follows; Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Forgy Mill Road South 38° 58' 00" West, 121.72 feet to the true Point of BEGINNING; thence with the center of said easement the following ten (10) calls, South 50° 21' 08" East, 4.60 feet to a point; thence with a curve to the right with an arc length of 62.86 feet, having a radius of 94.15 feet, a chord bearing of South 31° 13' 36" East and a chord distance of 61.70 feet, to a point; thence South 12° 06' 04" East, 68.42 feet to a point; thence with a curve to the left with an arc length of 57.24 feet, having a radius of 57.16 feet, a chord bearing of South 40° 47' 22" East and a chord distance of 54.88 feet to a point; thence South 69° 28' 40" East, 27.37 feet to a point; thence with a curve to the right with an arc length of 159.20 feet, having a radius of 213.16 feet, a chord bearing of South 48° 04' 54" East and a chord distance of 155.53 feet to a point, being in the line between Tract 3 and Tract 4; thence with a curve to the right with an arc length of 98.72 feet, having a radius of 216.16 feet, a chord bearing of South 13° 25' 04" East and a chord distance of 97.84 feet, to a point; thence South 00° 08' 59" East, 68.69 feet to a point; thence with a curve to the left with an arc length of 104.72 feet, having a radius of 88.95 feet, a chord bearing of South 33° 52' 36" East and a chord distance of 98.77 feet to a point; thence South 67° 36' 14" East, 74.32 feet to a point in the line of Alvin Buchanan, being the end of the easement on this Tract.

For reference only, Parcel ID No. 226-00-00-023.004

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

DOCUMENT NO: 320128
RECORDED: 8/6/2024 11:40:10 AM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$49.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: Sherry R. Whitney
COUNTY: MUHLENBERG COUNTY
BOOK: D609 PAGES: 992-997

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 1st day of August, 2024, by and between Casey A. Crafton and Krystal Rae Crafton, husband and wife (“**Grantor**”) with an address at 2478 Forgy Mill Road, Dunmor, Kentucky 42339 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated August 1, 2024 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

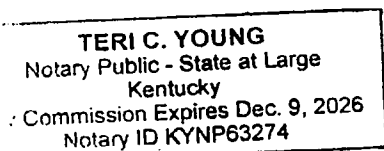
GRANTOR:

[Signature]
Casey A. Crafton

[Signature]
Krystal Rae Crafton

STATE OF KY)
COUNTY OF Wgan) SS:

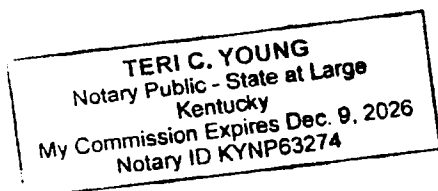
The foregoing instrument was acknowledged before me this 10th of July, 2024, by Casey A. Crafton.



Signature: [Signature]
Printed Name: Teri Young
Title: Notary
ID # (if any): KYNP63274
My Commission Expires: Dec 9, 2026

STATE OF KY)
COUNTY OF Wgan) SS:

The foregoing instrument was acknowledged before me this 10th of July, 2024 by Krystal Rae Crafton.



Signature: [Signature]
Printed Name: Teri Young
Title: Notary
ID # (if any): KYNP63274
My Commission Expires: Dec 9, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Casey A. Crafton and Krystal Rae Crafton]



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

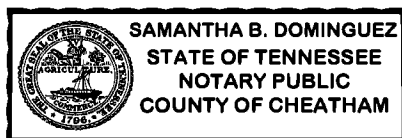
GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



ONLINE NOTARY PUBLIC
MY COMMISSION EXPIRES: JULY 26 2025

Signature: Samantha B. Dominguez
Printed Name: Samantha B. Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

LEGAL DESCRIPTION ("Tract 4"):

Being a certain parcel of land located approximately 1.7 miles east of the Community of Dunmor, Muhlenberg County, Kentucky, and approximately 6.2 miles south of the Community of Belton, Muhlenberg County, Kentucky at 2488 Forgy Mill Road, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar and cap (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 SPC83-Kentucky (south) coordinate system.

Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Dorothy Gates South 40° 42' 25" East, 425.21 feet to an iron rebar and cap (set), a new division corner with Tract 3, the true Point of BEGINNING; thence with Dorothy Gates South 40° 42' 25" East, 433.02 feet to an iron rebar and cap (set) in a stump in the line of Jossie Boatwright (Deed Book 402 Page 181); thence with Jossie Boatwright in part and Alvin Buchanan (Deed Book 481 Page 710) in part North 89° 05' 52" West, 262.57 feet to a point in the center of an old road, a perpetual joint use access easement (width unknown); thence continuing with Alvin Buchanan North 89° 05' 52" West, 441.82 to an iron rebar and cap (set) a new division corner with Tract 2; thence a new division with Tract 2 North 45° 17' 40" West, 153.52 feet to an iron rebar and cap (set), a new division corner with Tract 3; thence a new division with Tract 3 North 68° 29' 59" East, 434.45 feet to a point in the center of the afore mentioned perpetual joint use access easement; thence North 68° 29' 59" East, 136.26 feet to the Point of BEGINNING; containing 154,113 sq. ft. or 3.538 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS # 4163", during the month of March 2018.

Together with and subject to the rights of others in and to the use of a perpetual joint use access easement (width unknown), being described as follows; Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Forgy Mill Road South 38° 58' 00" West, 121.72 feet to the true Point of BEGINNING; thence with the center of said easement the following ten (10) calls, South 50° 21' 08" East, 4.60 feet to a point; thence with a curve to the right with an arc length of 62.86 feet, having a radius of 94.15 feet, a chord bearing of South 31° 13' 36" East and a chord distance of 61.70 feet, to a point; thence South 12° 06' 04" East, 68.42 feet to a point; thence with a curve to the left with an arc length of 57.24 feet, having a radius of 57.16 feet, a chord bearing of South 40° 47' 22" East and a chord distance of 54.88 feet to a point; thence South 69° 28' 40" East, 27.37 feet to a point; thence with a curve to the right with an arc length of 159.20 feet, having a radius of 213.16 feet, a chord bearing of South 48° 04' 54" East and a chord distance of 155.53 feet to a point, being in the line between Tract 3 and Tract 4; thence with a curve to the right with an arc length of 98.72 feet, having a radius of 216.16 feet, a chord bearing of South 13° 25' 04" East and a chord distance of 97.84 feet, to a point; thence South 00° 08' 59" East, 68.69 feet to a point; thence with a curve to the left with an arc length of 104.72 feet, having a radius of 88.95 feet, a chord bearing of South 33° 52' 36" East and a chord distance of 98.77 feet to a point; thence South 67° 36' 14" East, 74.32 feet to a point in the line of Alvin Buchanan, being the end of the easement on this Tract.

For reference only, Parcel ID No. 226-00-00-023.004

Exhibit A – Legal Description of Premises



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 29th day of July, 2024 (“**Effective Date**”) between Ellis D. Crafton, Jr., married (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

- A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).
- B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).
- C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option. [REDACTED]

(A) Option Term. [REDACTED]

(B) Use of Premises During Option Term. [REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than [one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment. Within [REDACTED] after the Effective Date, Grantee shall pay Grantor [REDACTED]. If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments"). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of the Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take

possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Ellis D. Crafton, Jr
131 Green Meadows Street
Beechmont, KY 42323

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Ellis D. Crafton Jr
Ellis D. Crafton, Jr.

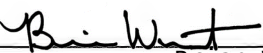
Dated: 07.11.24

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

DocuSigned by:
By: 
Name: 15800ADD3F944A2... Brian Wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Ellis D. Crafton, Jr.]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

LEGAL DESCRIPTION ("Tract 3"):

Being a certain parcel of land located approximately 1.7 miles east of the Community of Dunmor, Muhlenberg County, Kentucky, and approximately 6.2 miles south of the Community of Belton, Muhlenberg County, Kentucky at 2488 Forgy Mill Road, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar and cap (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 SPC83-Kentucky (south) coordinate system.

BEGINNING at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589), being the most northern corner of property herein described; thence with Dorothy Gates South 40° 42' 25" East, 425.21 feet to an iron rebar and cap (set) a new division corner with Tract 4; thence a new division with Tract 4 the following two (2) calls, South 68° 29' 59" West, 136.26 feet to a point in the center of an old road, a perpetual joint use access easement (width unknown); thence South 68° 29' 59" West, 434.45 feet to an iron rebar and cap (set) a new division corner in the line of Tract 2; thence a new division with Tract 2 North 45° 17' 40" West,

153.49 feet to an iron rebar and cap (set), a new division corner, in the south right-of-way line of Forgy Mill Road; thence with Forgy Mill Road the following three (3) calls, North 44° 42' 20" East, 157.17 feet to a point; thence North 38° 58' 00" East, 279.33 feet to a point in the center of the afore mentioned perpetual joint use access easement; thence North 38° 58' 00" East, 121.72 feet to the Point of BEGINNING; containing 154,113 sq. ft. or 3.538 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS # 4163", during the month of March 2018.

Together with and subject to the rights of others in and to the use of a perpetual joint use access easement (width unknown), being described as follows; Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Forgy Mill Road South 38° 58' 00" West, 121.72 feet to the true Point of BEGINNING; thence with the center of said easement the following six (6) calls, South 50° 21' 08" East, 4.60 feet to a point; thence with a curve to the right with an arc length of 62.86 feet, having a radius of 94.15 feet, a chord bearing of South 31° 13' 36" East and a chord distance of 61.70 feet, to a point; thence South 12° 06' 04" East, 68.42 feet to a point; thence with a curve to the left with an arc length of 57.24 feet, having a radius of 57.16 feet, a chord bearing of South 40° 47' 22" East and a chord distance of 54.88 feet to a point; thence South 69° 28' 40" East, 27.37 feet to a point; thence with a curve to the right with an arc length of 159.20 feet, having a radius of 213.16 feet, a chord bearing of South 48° 04' 54" East and a chord distance of 155.53 feet to a point in the line of Tract 4, being the end of said easement on this Tract.

For reference only, Parcel ID No. 226-00-00-023.003

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



DOCUMENT NO: 320140
 RECORDED: 8/6/2024 11:43:18 AM
 VIA ERECORDING
 TRANSFER TAX: \$0.00
 TOTAL FEES: \$49.00
 COUNTY CLERK: CRYSTAL SMITH
 DEPUTY CLERK: Sherry R. Whitney
 COUNTY: MUHLENBERG COUNTY
 BOOK: D609 PAGES: 1004-1009

After recording, return to:
 SelectROW
 PO Box 688
 Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 1st day of August, 2024, by and between Ellis D. Crafton, Jr., married, (“**Grantor**”) with an address at 131 Green Meadows Street, Beechmont, Kentucky 42323, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated August 1, 2024 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



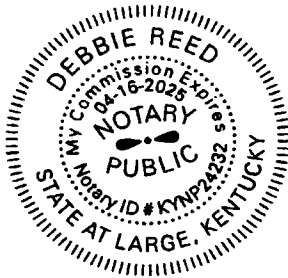
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first written above.

OWNER:


 Ellis D. Crafton, Jr.

STATE OF Kentucky
 COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 11 of July, 2034 by Ellis D. Crafton, Jr.



Signature: Debbie Reed
 Printed Name: Debbie Reed
 Title: Notary
 ID # (if any): 24232
 My Commission Expires: 4-16-25

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Ellis D. Crafton, Jr.]



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

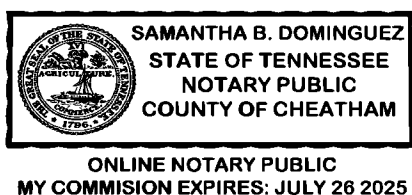
GRANTEE:

Lost City Renewables LLC,
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables, LLC, a Delaware limited liability company, on behalf of the company.



Signature: Samantha B. Dominguez
Printed Name: Samantha B Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

LEGAL DESCRIPTION ("Tract 3"):

Being a certain parcel of land located approximately 1.7 miles east of the Community of Dunmor, Muhlenberg County, Kentucky, and approximately 6.2 miles south of the Community of Belton, Muhlenberg County, Kentucky at 2488 Forgy Mill Road, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar and cap (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 SPC83-Kentucky (south) coordinate system.

BEGINNING at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589), being the most northern corner of property herein described; thence with Dorothy Gates South 40° 42' 25" East, 425.21 feet to an iron rebar and cap (set) a new division corner with Tract 4; thence a new division with Tract 4 the following two (2) calls, South 68° 29' 59" West, 136.26 feet to a point in the center of an old road, a perpetual joint use access easement (width unknown); thence South 68° 29' 59" West, 434.45 feet to an iron rebar and cap (set) a new division corner in the line of Tract 2; thence a new division with Tract 2 North 45° 17' 40" West,

153.49 feet to an iron rebar and cap (set), a new division corner, in the south right-of-way line of Forgy Mill Road; thence with Forgy Mill Road the following three (3) calls, North 44° 42' 20" East, 157.17 feet to a point; thence North 38° 58' 00" East, 279.33 feet to a point in the center of the afore mentioned perpetual joint use access easement; thence North 38° 58' 00" East, 121.72 feet to the Point of BEGINNING; containing 154,113 sq. ft. or 3.538 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS # 4163", during the month of March 2018.

Together with and subject to the rights of others in and to the use of a perpetual joint use access easement (width unknown), being described as follows; Commencing at a 5/8" rebar and cap (found), PLS #2102 in the south right-of-way line of Forgy Mill Road (a 30 feet wide right-of-way), 2,947 feet ± east of Jockey Creek Lane, a corner to Dorothy Gates (Deed Book 415 Page 589); thence with Forgy Mill Road South 38° 58' 00" West, 121.72 feet to the true Point of BEGINNING; thence with the center of said easement the following six (6) calls, South 50° 21' 08" East, 4.60 feet to a point; thence with a curve to the right with an arc length of 62.86 feet, having a radius of 94.15 feet, a chord bearing of South 31° 13' 36" East and a chord distance of 61.70 feet, to a point; thence South 12° 06' 04" East, 68.42 feet to a point; thence with a curve to the left with an arc length of 57.24 feet, having a radius of 57.16 feet, a chord bearing of South 40° 47' 22" East and a chord distance of 54.88 feet to a point; thence South 69° 28' 40" East, 27.37 feet to a point; thence with a curve to the right with an arc length of 159.20 feet, having a radius of 213.16 feet, a chord bearing of South 48° 04' 54" East and a chord distance of 155.53 feet to a point in the line of Tract 4, being the end of said easement on this Tract.

For reference only, Parcel ID No. 226-00-00-023.003

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this **9th** day of **April**, 2025 (“**Effective Date**”) between Ada Mae Detweiler, widow (collectively “**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and December 31st. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

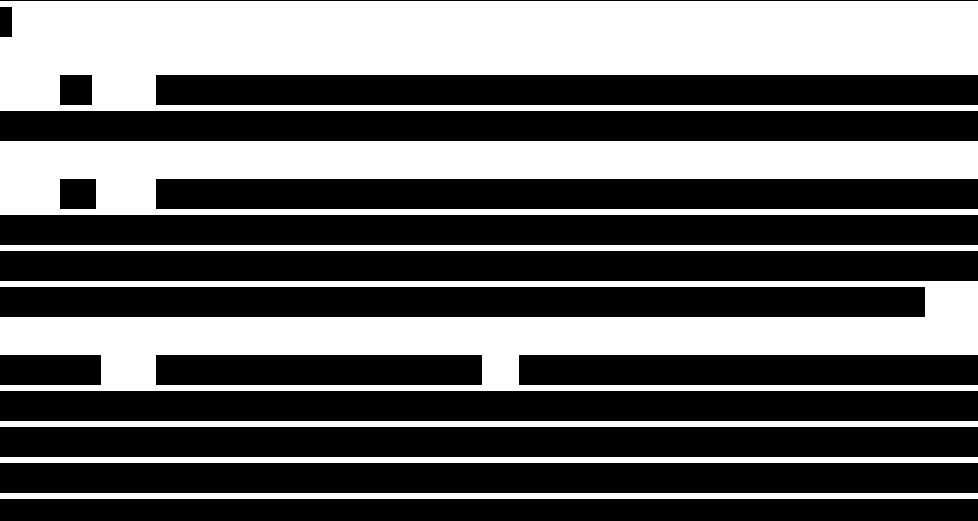
ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT



[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Ada Mae Detweiler
3790 Lost City Rd
Russellville, KY 42276

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Ada Mae Detweiler
Ada Mae Detweiler

Dated: 3-17-25

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright

Name: Brian Wright

Title: VP Lost City

Ratification of Transmission Easement Option Agreement

[Lost City (KY) – Ada Mae Detweiler]

IN WITNESS WHEREOF, the undersigned Life Tenants ("**Life Tenants**") have executed this Agreement for the purpose of ratifying and consenting to this Agreement as to their as to their life estate and other interests of record in the Premises.

Adam Miller 3-17-25
Adam Miller

Deceased
Sadie Miller

Dated: 3-17-25

Ratification of Transmission Easement Option Agreement

[Lost City (KY) – Ada Mae Detweiler]

The undersigned have executed this Agreement for the limited purpose of ratifying and consenting to this Agreement as to their first option to purchase the Premises as set forth in a separate agreement.

Elizabeth Mae Mast
Elizabeth Mae Mast

Joe A. Miller
Joe A. Miller

Dated: 3/18/2025

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter steel reinforcing bar, eighteen inches in length with a plastic cap stamped "J. L. Harris – P. L. S. 3148". All bearings stated herein are referred to a G. P. S. observation dated August 8, 2019.

Beginning at a found iron pin (#3148) in the North right of way of Lost City Road, approximately 20 feet from centerline at the Southwest corner of William Detweiler (Deed Book 329, page 171); thence with said right of way N 50 degrees 47' 04" W 47.18 feet; thence N 51 degrees 12' 49" W 611.78 feet; thence N 51 degrees 40' 03" W 438.77 feet to a set iron pin, corner to Mount Pleasant Cemetery (Deed Book 069, page 097); thence turning right leaving said right of way with the line of Mount Pleasant Cemetery N 05 degrees 16' 19" E 575.24 feet to a set iron pin; thence turning right on a new division line S 85 degrees 3' 41" E 1275.07 feet to a set iron pin; thence turning left N 23 degrees 29' 09" E 611.00 feet to a set iron pin; thence turning right S 53 degrees 29' 46" E 30.80 feet to a found iron pin (#2557), corner to Hutchison (Deed Book 407, page 385); thence with the line of Hutchison S 61 degrees 19' 57" E 33.04 feet; thence S 55 degrees 01' 58" E 33.95 feet; thence S 46 degrees 41' 00" E 86.44 feet; thence S 52 degrees 28' 45" E 59.10 feet; thence S 56 degrees 20' 50" E 53.03 feet; thence S 55 degrees 45' 43" E 53.14 feet; thence S 60 degrees 55' 35" E 50.79 feet; thence S 64 degrees 59' 52" E 52.96 feet; thence S 68 degrees 02' 56" E 78.26 feet to a found iron pin (#2557); thence turning right S 28 degrees 41' 51" W 32.14 feet to a found iron pin (#2557); thence turning left S 34 degrees 17' 30" E 387.43 feet to a found iron pin (#2557); thence S 22 degrees 24' 57" E 497.11 feet to a found iron pin (#2557); thence turning left N 61 degrees 25' 30" E 399.81 feet to a set iron pin; thence turning right S 35 degrees 02' 33" E 157.59 feet to a found iron pin (#2557) in the line of Yoder (Deed Book 409, page 579); thence turning right with the line of Yoder S 57 degrees 01' 43" W 430.13 feet to a set iron pin; thence turning left S 26 degrees 44' 13" E 167.77 to a found iron pin (#3148); thence turning right S 49 degrees 23' 12" W 552.80 feet to a found iron pin (#3148) in the line of said Detweiler; thence turning right with the line of Detweiler N 40 degrees 11' 50" W 487.54 feet to a found iron pin (#3148); thence turning left S 37 degrees 26' 09" W 174.88 feet to a found iron pin (#3148); thence turning right N 66 degrees 00' 02" W 725.58 feet to a found iron pin (#3148); thence turning left S 23 degrees 04' 07" W 507.81 feet to the point of beginning. Described parcel containing 57.55 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated August 08, 2019.

Being the same property conveyed to Owner by William Detweiler and wife Christina J. Detweiler by deed dated October 15, 2024 and recorded October 23, 2024 in Deed Book 494, Page 711, in the Office of the Logan County Clerk,

Also being the same property conveyed to Joseph Ray Detweiler from Samuel V. Byler and wife, Sadie Byler, by Deed dated November 12, 2019, and recorded on November 21, 2019, in Deed Book 455, Page 190 in the Office of the Logan County Clerk. Thereafter, Joseph Ray Detweiler died on the 3rd day of September 2023, and his interest goes to Ada Mae Detwiler and William Detweiler, as evidenced by that Affidavit of Descent recorded at Deed Book 494, Page 492 in the Office of the Logan County Clerk.

For reference only, Parcel ID No. 049-00-00-014-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 10 day of April, 2025, by and between Ada Mac Detweiler, widow (“**Grantor**”) with an address of 3790 Lost City Road, Russellville, Kentucky 42276 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated March 17, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



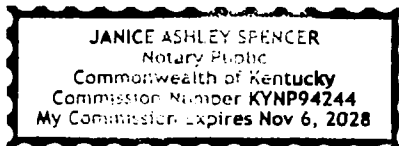
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first written above.

GRANTOR:

Ada Mae Detweiler
Ada Mae Detweiler, single

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 17th of March, 2025, by Ada Mae Detweiler.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov 6th, 2025

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Ada Mae Detweiler]



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 10 of April, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Brittany Rene Copeland
Printed Name: Brittany Rene Copeland
Title: a Texas Notary Public
ID # (if any): 133645929
My Commission Expires: March 15, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



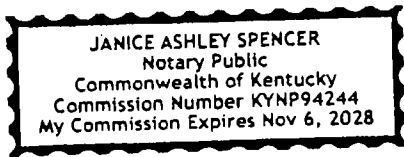
IN WITNESS WHEREOF, the undersigned have executed this Memorandum for the purpose of ratifying and consenting to this Agreement as to their life estate and other interests of record in the Premises.

Adam Miller
Adam Miller

Deceased
Sadie Miller

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 17th of March, 2025 by Adam Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2025

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Sadie Miller.

Signature: _____
Printed Name: _____
Title: _____
ID # (if any): _____
My Commission Expires: _____



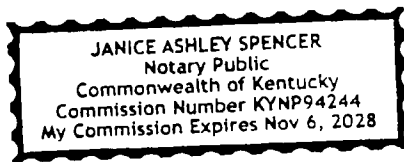
The undersigned have executed this memorandum for the limited purpose of ratifying and consenting to the Agreement as to their first option to purchase the Premises as set forth in a separate agreement.

Elizabeth Mac Mast
Elizabeth Mac Mast

Joe A. Miller
Joe A. Miller

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

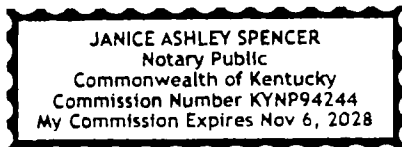
The foregoing instrument was acknowledged before me this 17th of March, 2025 by Elizabeth Mac Mast.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 8, 2025

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 18th of March, 2025, by Joe A. Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 8, 2025



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter steel reinforcing bar, eighteen inches in length with a plastic cap stamped "J. L. Harris – P. L. S. 3148". All bearings stated herein are referred to a G. P. S. observation dated August 8, 2019.

Beginning at a found iron pin (#3148) in the North right of way of Lost City Road, approximately 20 feet from centerline at the Southwest corner of William Detweiler (Deed Book 329, page 171); thence with said right of way N 50 degrees 47' 04" W 47.18 feet; thence N 51 degrees 12' 49" W 611.78 feet; thence N 51 degrees 40' 03" W 438.77 feet to a set iron pin, corner to Mount Pleasant Cemetery (Deed Book 069, page 097); thence turning right leaving said right of way with the line of Mount Pleasant Cemetery N 05 degrees 16' 19" E 575.24 feet to a set iron pin; thence turning right on a new division line S 85 degrees 3' 41" E 1275.07 feet to a set iron pin; thence turning left N 23 degrees 29' 09" E 611.00 feet to a set iron pin; thence turning right S 53 degrees 29' 46" E 30.80 feet to a found iron pin (#2557), corner to Hutchison (Deed Book 407, page 385); thence with the line of Hutchison S 61 degrees 19' 57" E 33.04 feet; thence S 55 degrees 01' 58" E 33.95 feet; thence S 46 degrees 41' 00" E 86.44 feet; thence S 52 degrees 28' 45" E 59.10 feet; thence S 56 degrees 20' 50" E 53.03 feet; thence S 55 degrees 45' 43" E 53.14 feet; thence S 60 degrees 55' 35" E 50.79 feet; thence S 64 degrees 59' 52" E 52.96 feet; thence S 68 degrees 02' 56" E 78.26 feet to a found iron pin (#2557); thence turning right S 28 degrees 41' 51" W 32.14 feet to a found iron pin (#2557); thence turning left S 34 degrees 17' 30" E 387.43 feet to a found iron pin (#2557); thence S 22 degrees 24' 57" E 497.11 feet to a found iron pin (#2557); thence turning left N 61 degrees 25' 30" E 399.81 feet to a set iron pin; thence turning right S 35 degrees 02' 33" E 157.59 feet to a found iron pin (#2557) in the line of Yoder (Deed Book 409, page 579); thence turning right with the line of Yoder S 57 degrees 01' 43" W 430.13 feet to a set iron pin; thence turning left S 26 degrees 44' 13" E 167.77 to a found iron pin (#3148); thence turning right S 49 degrees 23' 12" W 552.80 feet to a found iron pin (#3148) in the line of said Detweiler; thence turning right with the line of Detweiler N 40 degrees 11' 50" W 487.54 feet to a found iron pin (#3148); thence turning left S 37 degrees 26' 09" W 174.88 feet to a found iron pin (#3148); thence turning right N 66 degrees 00' 02" W 725.58 feet to a found iron pin (#3148); thence turning left S 23 degrees 04' 07" W 507.81 feet to the point of beginning. Described parcel containing 57.55 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated August 08, 2019.

Being the same property conveyed to Owner by William Detweiler and wife Christina J. Detweiler by deed dated October 15, 2024 and recorded October 23, 2024 in Deed Book 494, Page 711, in the Office of the Logan County Clerk,

Also being the same property conveyed to Joseph Ray Detweiler from Samuel V. Byler and wife, Sadie Byler, by Deed dated November 12, 2019, and recorded on November 21, 2019, in Deed Book 455,

Exhibit A to Memorandum of Transmission Easement Option Agreement



Page 190 in the Office of the Logan County Clerk. Thereafter, Joseph Ray Detweiler died on the 3rd day of September 2023, and his interest goes to Ada Mae Detwiler and William Detweiler, as evidenced by that Affidavit of Descent recorded at Deed Book 494, Page 492 in the Office of the Logan County Clerk.

For reference only, Parcel ID No. 049-00-00-014-00

Exhibit A to Memorandum of Transmission Easement Option Agreement





STATE OF KENTUCKY

COUNTY OF LOGAN

AFFIDAVIT OF DESCENT

The affiant, Ada Detweiler, who resides at 3790 Lost City Road, Russellville, Kentucky, 42276, in her capacity as Administratrix of the Estate of Joseph Ray Detweiler, deceased, and states that Joseph Ray Detweiler died intestate on September 3, 2023. At the time of his death, the decedent was survived by the following heirs-at-law, to whom the property listed below shall pass:

Ada Mae Detweiler, Wife, 23	3790 Lost City Road	One-Half
William Detweiler, Father, 58	3802 Lost City Road	One-Half

At the time of his death, he had an interest in the following described property, with a fair market value of \$300,000.00, situated in Logan County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter steel reinforcing bar, eighteen inches in length with a plastic cap stamped "J. L. Harris - P. L. S. 3148". All bearings stated herein are referred to a G. P. S. observation dated August 8, 2019.

Beginning at a found iron pin (#3148) in the North right of way of Lost City Road, approximately 20 feet from centerline at the Southwest corner of William Detweiler (Deed Book 329, page 171); thence with said right of way N 50 degrees 47' 04" W 47.18 feet; thence N 51 degrees 12' 49" W 611.78 feet; thence N 51 degrees 40' 03" W 438.77 feet to a set iron pin, corner to Mount Pleasant Cemetery (Deed Book 069, page 097); thence turning right leaving said right of way with the line of Mount Pleasant Cemetery N 05 degrees 16' 19" E 575.24 feet to a set iron pin; thence turning right on a new division line S 85 degrees 3' 41" E 1275.07 feet to a set iron pin; thence turning left N 23 degrees 29' 09" E 611.00 feet to a set iron pin; thence turning right S 53 degrees 29' 46" E 30.80 feet to a found iron pin (#2557), corner to Hutchison (Deed Book 407, page 385); thence with the line of Hutchison S 61 degrees 19' 57" E 33.04 feet; thence S 55 degrees 01' 58" E 33.95 feet; thence S 46 degrees 41' 00" E 86.44 feet; thence S 52 degrees 28' 45" E 59.10 feet; thence S 56 degrees 20' 50" E 53.03 feet; thence S 55 degrees 45' 43" E 53.14 feet; thence S 60 degrees 55' 35" E 50.79 feet; thence S 64 degrees 59' 52" E 52.96 feet; thence S 68 degrees 02' 56" E 78.26 feet to a found iron pin (#2557); thence turning right S 28 degrees 41' 51" W 32.14 feet to a found iron pin (#2557); thence turning left S 34 degrees 17' 30" E 387.43 feet to a found iron pin (#2557); thence S 22 degrees 24' 57" E

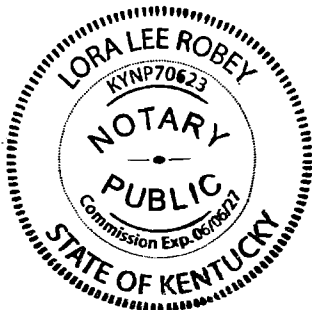
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SOURCE OF TITLE: Being the same property conveyed to Joseph Ray Detweiler, single, from Samuel V. Byler and wife, Sadie Byler, by Deed dated November 12, 2019, and recorded on November 21, 2019, in Deed Book 455, Page 190 in the Logan County Clerk's Office.

Ada Mae Detweiler
Ada Mae Detweiler

STATE OF KENTUCKY)
)
COUNTY OF LOGAN)

Subscribed to before me by Ada Mae Detweiler this the 15th day of October 2024.

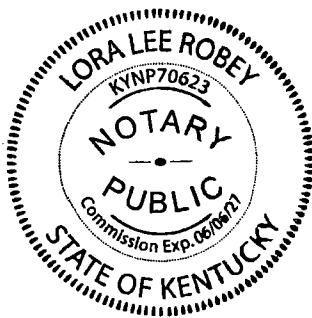


Lora Lee Robey
Lora Lee Robey, Notary Public
Notary No.: KYNP70623
Commission Expires: 6/6/27

William H. Detweiler
William Detweiler

STATE OF KENTUCKY)
)
COUNTY OF LOGAN)

Subscribed to before me by William Detweiler this the 15th day of October 2024.



Lora Lee Robey
Lora Lee Robey, Notary Public
Notary No.: KYNP70623
Commission Expires: 6/6/27

PREPARED BY:

Lora Lee Robey
Lora Lee Robey, Esq.
179 West Fourth Street
P.O. Box 958
Russellville, Kentucky 42276
Telephone: 270-847-4041
Email: llr@loraleerobeylaw.com

DOCUMENT NO: 244344
RECORDED ON: 10/15/2024 11:23:00 AM
COUNTY CLERK: STACY WATKINS
COUNTY: LOGAN COUNTY
BOOK: D494 PAGE: 492 - 494 ADD

Signed: DMA

Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this **11th** day of **April**, 2025 (“**Effective Date**”) between William H. Detweiler and wife Christina J. Detweiler (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor a [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and December 31st. Each successive Annual Payment shall be due within 30 days after [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

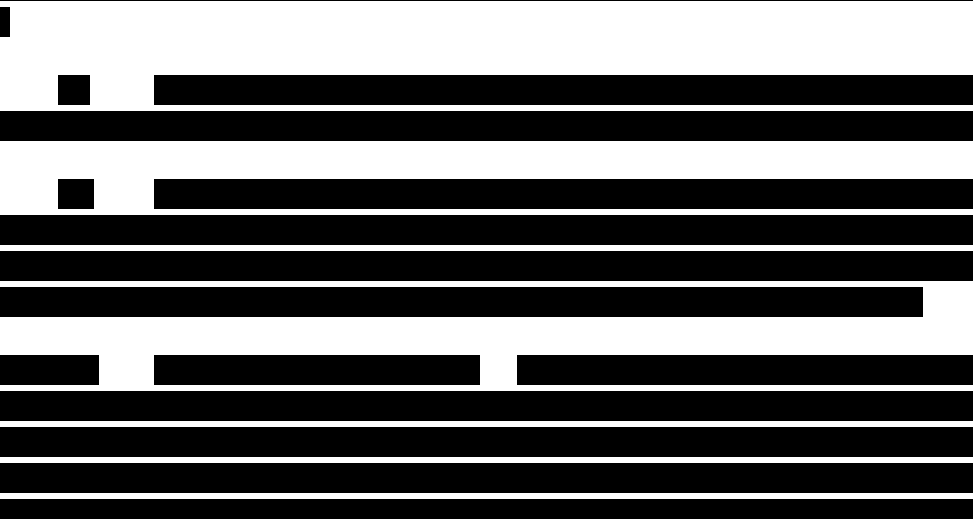
ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT



[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:	If to Grantee:
William H. Detweiler & Christina J. Detweiler 3802 Lost City Rd Russellville, KY 42276	Lost City Renewables LLC c/o Brian Wright & Stewart Wood 412 West 15th Street, 15th Floor New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee’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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor’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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

William H. Detweiler
William H. Detweiler

Dated: 3-26-25

Christina J. Detweiler
Christina J. Detweiler

Dated: 3-26-25

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright

Name: Brian Wright

Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – William H. Detweiler and Christina J. Detweiler]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a set iron pin in The Northeast right of way of Lost City Road, approximately 20 feet from centerline said set iron pin being a new corner located N 51 degrees 07' 53" W 409 feet from the centerline intersection of Lost City Road and Austin Creek; thence with said right of way N 54 degrees 47' 32" W 578.68 feet; thence N 56 degrees 11' 02" W 594.00 feet to a set iron pin; thence turning right, leaving said right of way N 19 degrees 07' 30" E 507.47 feet to a set iron pin; a new corner thence turning right on a new division line S 69 degrees 56' 00" E 725.79 feet to a set iron pin; thence turning left N 33 degrees 25' 33" E 175.12 feet to a set iron pin; thence turning right S 44 degrees 08' 25" E 753.68 feet to a set iron pin; thence turning right S 55 degrees 49' 37" W 241.64 feet to a set iron pin; thence turning left S 39 degrees 46' 05" W 473.82 feet to the point of beginning. Described parcel containing 20.11 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated June 21, 2000.

Being the same property conveyed to William H. Detweiler and wife, Christina J. Detweiler by William H. Detweiler and wife, Christina J. Detweiler by Deed recorded April 26, 2024 at Book 490 Pages 497-499 in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 049-00-00-014-01

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

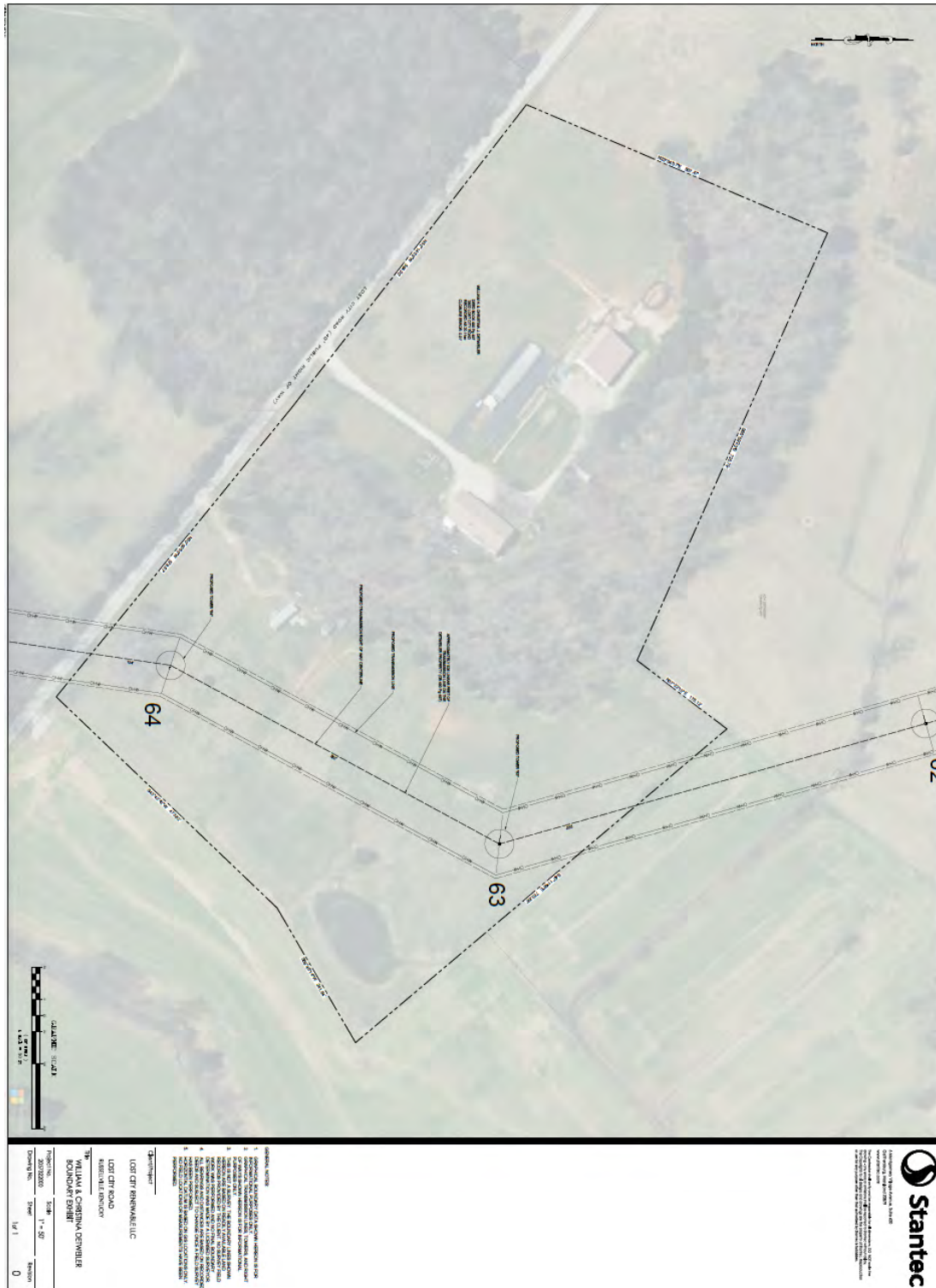


Exhibit A-1 – Anticipated Location of Easement Area

Title	RE: Lost City SR-LC-27.4
File name	SR-LC-27.4_Willia..._Owner_Signed.pdf
Document ID	f096a42611ab05f18b9cf423ecc1b6aa93b7433e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 11 / 2025

12:56:33 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

04 / 11 / 2025

14:09:05 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

04 / 11 / 2025

14:13:22 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

04 / 11 / 2025

14:13:22 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 11 day of April, 2025, by and between William H. Detweiler and wife, Christina J. Detweiler (“**Grantor**”) with an address at 3802 Lost City Road, Russellville, Kentucky 42276 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated 04/11, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

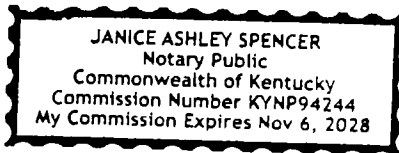
GRANTOR:

William H. Detweiler
William H. Detweiler

Christina J. Detweiler
Christina J. Detweiler

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

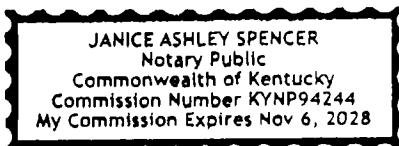
The foregoing instrument was acknowledged before me this 26th of March, 2025 by William H. Detweiler.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2028

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 26th of March, 2025 by Christina J. Detweiler.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – William H. Detweiler and Christina J. Detweiler]



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 11 of April, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Lucia Velazquez
Printed Name: Lucia Jazmin Velazquez
Title: Lucia Jazmin Velazquez, a Texas State Notary Public
ID # (if any): 133662277
My Commission Expires: March 23, 2026
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a set iron pin in The Northeast right of way of Lost City Road, approximately 20 feet from centerline said set iron pin being a new corner located N 51 degrees 07' 53" W 409 feet from the centerline intersection of Lost City Road and Austin Creek; thence with said right of way N 54 degrees 47' 32" W 578.68 feet; thence N 56 degrees 11' 02" W 594.00 feet to a set iron pin; thence turning right, leaving said right of way N 19 degrees 07' 30" E 507.47 feet to a set iron pin; a new corner thence turning right on a new division line S 69 degrees 56' 00" E 725.79 feet to a set iron pin; thence turning left N 33 degrees 25' 33" E 175.12 feet to a set iron pin; thence turning right S 44 degrees 08' 25" E 753.68 feet to a set iron pin; thence turning right S 55 degrees 49' 37" W 241.64 feet to a set iron pin; thence turning left S 39 degrees 46' 05" W 473.82 feet to the point of beginning. Described parcel containing 20.11 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated June 21, 2000.

Being the same property conveyed to William H. Detweiler and wife, Christina J. Detweiler by William H. Detweiler and wife, Christina J. Detweiler by Deed recorded April 26, 2024 at Book 490 Pages 497-499 in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 049-00-00-014-01

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 29th day of July, 2024 ("**Effective Date**") between Dorothy Gates and Dewayne J. Gates ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

[REDACTED]

(A) Option Term.

[REDACTED]

(B) Use of Premises During Option Term.

[REDACTED]

(C) Exercise of Option.

[REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

]

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement

Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.3 Force Majeure. Neither Grantor nor Grantee 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.

[illegible]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Dewayne J. Gates
1836 Forge Mill Road
Dunmore, KY 42339

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and

effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the

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


Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:


Dorothy Gates

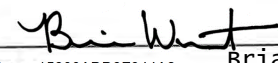

Dewayne J. Gates

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

DocuSigned by:
By: 
Name: 15800ADD3F944A2... Brian wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Dewayne Gates]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

Beginning at a stake on the west side of the old road a corner with Earl Robinson and Clifford Williams; thence with the lines of Williams, and crossing the Dunmor Road, (3) calls N 55° 12' E 8.22 chains, S 85° 38' E 1.44 chains, N 53° 56' E 5.23 chains to a stake; thence with a new division line S 38° 55' E 22.72 chains (by calculation) to a stump, corner to McPherson, Mann and J. D. Smith; thence with the line of Smith S 86° 25' W 11.86 chains to a rock in a drain, corner to James McPherson; thence on a new line with James McPherson N 89° 20' W 5.10 chains to a hickory corner with McPherson and Earl Robinson; thence with the line of Robinson N 42° 22' W 14.47 chains to the beginning point, containing 26.1 acres, more or less.

Being the same property conveyed to Dorothy Gates, by Addie Lorene Smith, a widow, by deed dated August 24, 1992, of record in the office of the Muhlenberg County Clerk in Deed Book 415, Page 589.

For reference only, Parcel ID No. 226-00-00-029.003

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

DOCUMENT NO: 320134
 RECORDED: 8/6/2024 11:41:28 AM
 VIA ERECORDING
 TRANSFER TAX: \$0.00
 TOTAL FEES: \$49.00
 COUNTY CLERK: CRYSTAL SMITH
 DEPUTY CLERK: Sherry R. Whitney
 COUNTY: MUHLENBERG COUNTY
 BOOK: D609 PAGES: 998-1003

After recording, return to:
 SelectROW
 PO Box 688
 Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 1st day of August, 2024, by and between Dorothy Gates and Dewayne J. Gates (“**Grantor**”) with an address at 1836 Forge Mill Road, Dunmor, Kentucky 42339 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated August 1, 2024 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Dorothy J. Gates
Dorothy Gates

Dewayne J. Gates
Dewayne J. Gates

STATE OF Kentucky)
COUNTY OF Muhlenberg) SS:

The foregoing instrument was acknowledged before me this 11th of July, 2024, by Dorothy Gates.



Signature: [Signature]
Printed Name: Ross Jones
Title: Notary Public
ID # (if any): 71382
My Commission Expires: 5/20/27

STATE OF Kentucky)
COUNTY OF Muhlenberg) SS:

The foregoing instrument was acknowledged before me this 11th of July, 2024, by Dewayne J. Gates.



Signature: [Signature]
Printed Name: Ross Jones
Title: Notary Public
ID # (if any): 71382
My Commission Expires: 5/20/27

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Dewayne Gates]



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

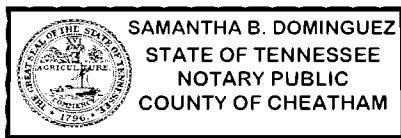
GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



ONLINE NOTARY PUBLIC
MY COMMISSION EXPIRES: JULY 26 2025

Signature: Samantha B. Dominguez
Printed Name: Samantha B Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

Beginning at a stake on the west side of the old road a corner with Earl Robinson and Clifford Williams; thence with the lines of Williams, and crossing the Dunmor Road, (3) calls N 55° 12' E 8.22 chains, S 85° 38' E 1.44 chains, N 53° 56' E 5.23 chains to a stake; thence with a new division line S 38° 55' E 22.72 chains (by calculation) to a stump, corner to McPherson, Mann and J. D. Smith; thence with the line of Smith S 86° 25' W 11.86 chains to a rock in a drain, corner to James McPherson; thence on a new line with James McPherson N 89° 20' W 5.10 chains to a hickory corner with McPherson and Earl Robinson; thence with the line of Robinson N 42° 22' W 14.47 chains to the beginning point, containing 26.1 acres, more or less.

Being the same property conveyed to Dorothy Gates, by Addie Lorene Smith, a widow, by deed dated August 24, 1992, of record in the office of the Muhlenberg County Clerk in Deed Book 415, Page 589.

For reference only, Parcel ID No. 226-00-00-029.003

Exhibit A to Memorandum of Transmission Easement Option Agreement



Amended and Restated Transmission Easement Option Agreement

This Amended and Restated Transmission Easement Option Agreement ("**A&R Agreement**") is made as of this 28 day of March, 2025 between Joel Lovin Gibson, Earleen Gibson Beadnell, and Samuel T. Gibson, Jr, ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor and Grantee entered into that Transmission Easement Option Agreement dated January 7, 2025 ("**Original Agreement**").

B. Grantor and Grantee desire to execute this Amended and Restated Transmission Easement Option Agreement to amend and restate the Original Agreement. This Amended and Restated Transmission Easement Option Agreement amends and restates the Original Agreement in its entirety. The term of this Agreement shall be deemed to have commenced January 7, 2025 ("**Effective Date**"), and the interests of Lessee herein shall mean the interest granted to Lessee commencing under the Original Agreement without interruption of or intervention by subsequent parties with an interest in the Premises (defined below). Collectively, the Original Agreement as amended and restated by this Amended and Restated Transmission Easement Option Agreement, are hereinafter referred to as the "**Agreement**."

C. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

D. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

E. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option. [REDACTED]

(A) Option Term. [REDACTED]

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment") (the Parties acknowledging timely payment of the same prior to the date of the A&R Agreement). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED]. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) [REDACTED], then within [REDACTED] the Effective Date, Grantee shall pay to Grantor [REDACTED] (the Parties acknowledging timely payment of the same prior to the date of the A&R Agreement).

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee’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 Grantee. The time within which Lender must foreclose or acquire Grantee’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.

(E) The acquisition of all or any part of Grantee’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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee’s proper successor under this Agreement upon Lender’s cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar

days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to

the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Joel Lovin Gibson, Earleen Gibson
Beadnell & Samuel T. Gibson, Jr.
PO Box 524
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Joel Lovin Gibson
Joel Lovin Gibson

Dated: 3-12-25

Earleen Gibson Beadnell
Earleen Gibson Beadnell

Dated: 3-12-25

Samuel T. Gibson, Jr.

Dated: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

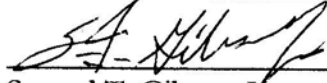
GRANTOR:

Joel Lovin Gibson

Dated: _____

Earleen Gibson Beadnell

Dated: _____



Samuel T. Gibson, Jr.

Dated: 3/21/2025

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Joel Lovin Gibson, Earleen Gibson Beadnell and Samuel T. Gibson, Jr.]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a stake in the Dunmor-Rector Bridge Road, corner to Bigger DeArmound; thence with him S 14 W 4.12 chains to a stake, corner to DeArmound and Floyd Fox; thence with Fox S 24 E 14.50 chains to a poplar stump, corner to Fox; thence with Fox S 27 E 19.00 chains to a hickory on the bank of Wolf Lick Creek; thence down the creek for the next 23 calls, S 4 W 3.52 chains; S 48 3/4 W 7.08 chains; S 44 E 2.41 chains; N 77 E 6.80 chains; S 7 1/4 E 1.60 chains; S 2 W 2.10 chains; S 18 E 2.20 chains; N 78 3/4 E 4.00 chains; S 16 3/4 E 2.75 chains; S 83 E 1.63 chains; N 62 E 2.64 chains; N 41 E 1.72 chains; N 15 E 2.62 chains; N 16 3/4 E 1.64 chains; N 4 E 6.00 chains; N 65 E 1.87 chains; S 59 1/2 E 3.00 chains; N 68 1/4 E 1.60 chains; N 3 E 1.70 chains; N 46 W 2.88 chains; N 55 W 4.40 chains; N 6 E 1.34 chains; N 33 E 1.30 chains passing a red oak with 6 hacks on it at (0.90); thence leaving the creek with McKinney N 25 W 8.50 chains to a stake, corner to McKinney; thence with McKinney N 40 1/2 W 5.83 chains to a sandstone rock, corner to McKinney; thence with McKinney N 30 1/2 W 9.38 chains to a stake, corner to McKinney; thence with McKinney N 54 1/2 E 5.15 chains to a stake, corner to McKinney; thence with McKinney N 24 3/4 E 6.25 chains to a stake in the Dunmor-Rector Bridge Road; thence up the center line of said road for the next 7 calls, N 31 W 3.00 chains; N 48 W 3.28 chains; N 58 1/2 W 1.65 chains; N 65 W 4.03 chains; N 84 W 1.15 chains; S 68 W 10.76 chains; S 70 W 4.22 chains to the beginning, containing 105 acres, more or less.

Being the same property acquired by Joel Lovin Gibson from the estate of Bettie Gayle Hinton Tutherow, as evidenced by that Affidavit of Transfer of record in Deed Book 359, Page 118 in the office of the Clerk of Logan County;

And further being the same property conveyed to Earleen Gibson Beadnell and Samuel T. Gibson, Jr., by Joel Lovin Gibson by deed dated February 14, 2005 and of record in Book 359, Page 3118 in the office of the Clerk of Logan County.

For reference only, Parcel ID No. 031-00-00-014-00

EXHIBIT A
DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a stake in the Dunmor-Rector Bridge Road, corner to Bigger DeArmound; thence with him S 14 W 4.12 chains to a stake, corner to DeArmound and Floyd Fox; thence with Fox S 24 E 14.50 chains to a poplar stump, corner to Fox; thence with Fox S 27 E 19.00 chains to a hickory on the bank of Wolf Lick Creek; thence down the creek for the next 23 calls, S 4 W 3.52 chains; S 48 3/4 W 7.08 chains; S 44 E 2.41 chains; N 77 E 6.80 chains; S 7 1/4 E 1.60 chains; S 2 W 2.10 chains; S 18 E 2.20 chains; N 78 3/4 E 4.00 chains; S 16 3/4 E 2.75 chains; S 83 E 1.63 chains; N 62 E 2.64 chains; N 41 E 1.72 chains; N 15 E 2.62 chains; N 16 3/4 E 1.64 chains; N 4 E 6.00 chains; N 65 E 1.87 chains; S 59 1/2 E 3.00 chains; N 68 1/4 E 1.60 chains; N 3 E 1.70 chains; N 46 W 2.88 chains; N 55 W 4.40 chains; N 6 E 1.34 chains; N 33 E 1.30 chains passing a red oak with 6 hacks on it at (0.90); thence leaving the creek with McKinney N 25 W 8.50 chains to a stake, corner to McKinney; thence with McKinney N 40 1/2 W 5.83 chains to a sandstone rock, corner to McKinney; thence with McKinney N 30 1/2 W 9.38 chains to a stake, corner to McKinney; thence with McKinney N 54 1/2 E 5.15 chains to a stake, corner to McKinney; thence with McKinney N 24 3/4 E 6.25 chains to a stake in the Dunmor-Rector Bridge Road; thence up the center line of said road for the next 7 calls, N 31 W 3.00 chains; N 48 W 3.28 chains; N 58 1/2 W 1.65 chains; N 65 W 4.03 chains; N 84 W 1.15 chains; S 68 W 10.76 chains; S 70 W 4.22 chains to the beginning, containing 105 acres, more or less.

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For reference only, Parcel ID No. 031-00-00-014-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

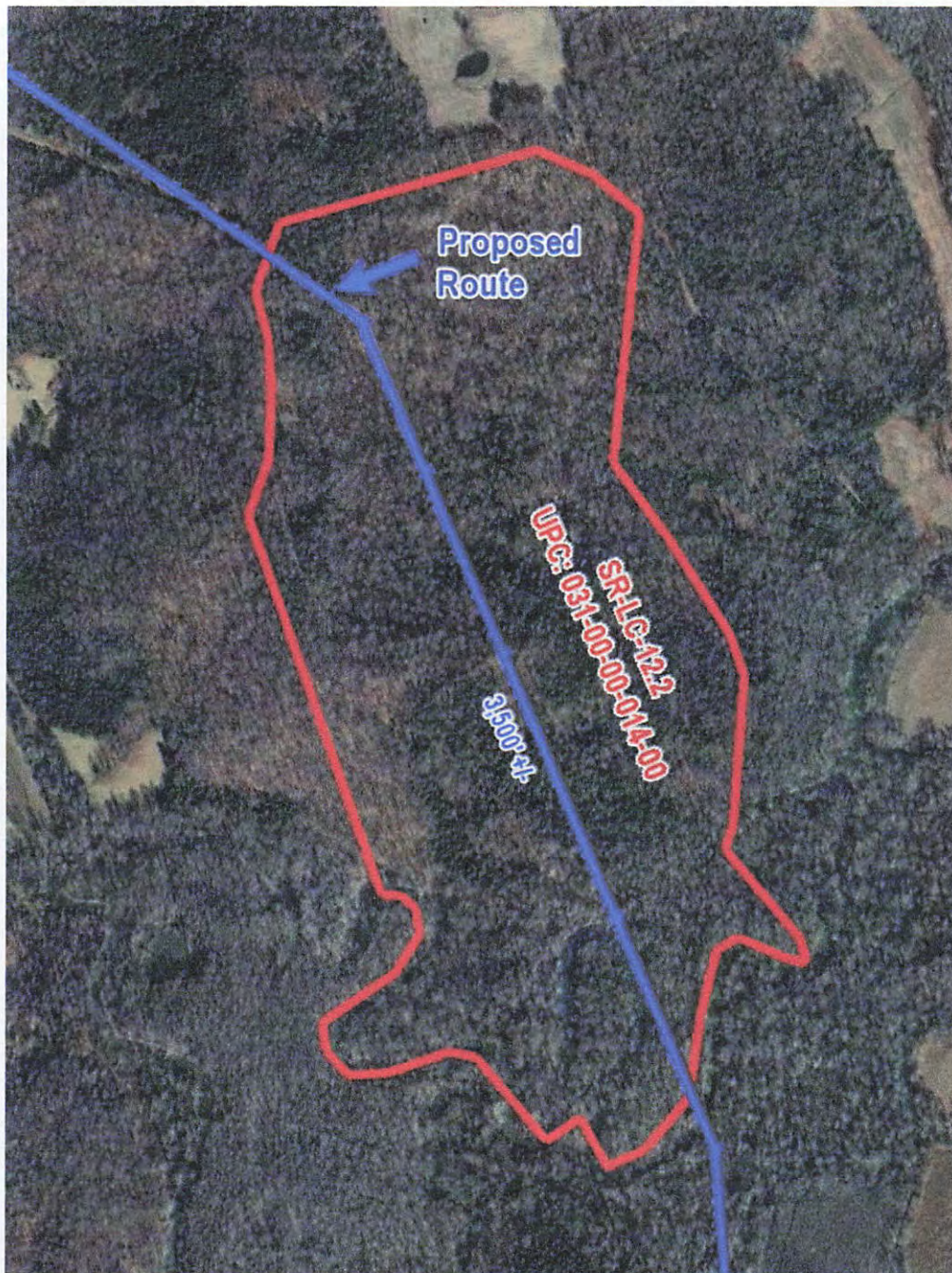


Exhibit A-1 – Anticipated Location of Easement Area

Title	RE: Lost City LOI SR-LC-15 and Agreement SR-LC-12.2
File name	SR-LC-15_Owner_Signed_LOI.pdf and 1 other
Document ID	84fc0bc9d4d7f2c91ed92e539229b04561030241
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 28 / 2025

10:46:49 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

03 / 28 / 2025

12:22:34 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

03 / 28 / 2025

12:23:58 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

03 / 28 / 2025

12:23:58 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 28 day of March, 2025, by and between Joel Lovin Gibson, Earleen Gibson Beadnell, and Samuel T. Gibson, Jr. (“**Grantor**”) with an address at PO Box 524, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (“**Original Agreement**”) dated March 28, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Grantor and Grantee amended and restated said Transmission Easement Option Agreement by that Amended and Restated Transmission Easement Option Agreement dated of even date herewith. The Original Agreement, as amended and restated by that Amended and Restated Transmission Easement Option, and as may be further amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, are collectively the “**Agreement**”. Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.



2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

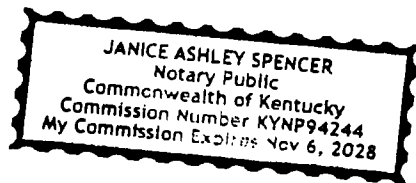
Joel Lovin Gibson
Joel Lovin Gibson

Earleen Gibson Beadnell
Earleen Gibson Beadnell

Samuel T. Gibson, Jr.

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

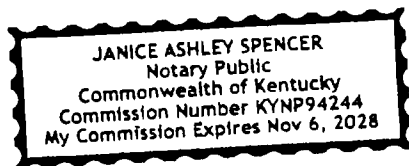
The foregoing instrument was acknowledged before me this 12th of March, 2025, by Joel Lovin Gibson.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: November 6, 2028

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 12th of March, 2025, by Earleen Gibson Beadnell.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: November 6, 2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Joel Lovin Gibson, Earleen Gibson Beadnell and Samuel T. Gibson, Jr.]

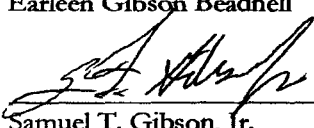


IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first written above.

GRANTOR:

Joel Lovin Gibson

Earleen Gibson Beadnell



Samuel T. Gibson, Jr.

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Joel Lovin Gibson.

Signature: _____
Printed Name: _____
Title: _____
ID # (if any): _____
My Commission Expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Earleen Gibson Beadnell.

Signature: _____
Printed Name: _____
Title: _____
ID # (if any): _____
My Commission Expires: _____

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Joel Lovin Gibson, Earleen Gibson Beadnell and Samuel T. Gibson, Jr.]



STATE OF Florida,
COUNTY OF POLK) SS:

The foregoing instrument was acknowledged before me this 21st of March, 2025, by Samuel T. Gibson, Jr.



Signature: Brandi VanEepoel
Printed Name: Brandi VanEepoel
Title: Relationship Banker
ID # (if any): HH 391912
My Commission Expires: Feb. 27, 2027



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 01 of April, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Lucia Jazmin Velazquez
Printed Name: Lucia Jazmin Velazquez
Title: Lucia Jazmin Velazquez, a Texas State Notary Public
ID # (if any): 133662277
My Commission Expires: March 23, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a stake in the Dunmor-Rector Bridge Road, corner to Bigger DeArmound; thence with him S 14 W 4.12 chains to a stake, corner to DeArmound and Floyd Fox; thence with Fox S 24 E 14.50 chains to a poplar stump, corner to Fox; thence with Fox S 27 E 19.00 chains to a hickory on the bank of Wolf Lick Creek; thence down the creek for the next 23 calls, S 4 W 3.52 chains; S 48 3/4 W 7.08 chains; S 44 E 2.41 chains; N 77 E 6.80 chains; S 7 1/4 E 1.60 chains; S 2 W 2.10 chains; S 18 E 2.20 chains; N 78 3/4 E 4.00 chains; S 16 3/4 E 2.75 chains; S 83 E 1.63 chains; N 62 E 2.64 chains; N 41 E 1.72 chains; N 15 E 2.62 chains; N 16 3/4 E 1.64 chains; N 4 E 6.00 chains; N 65 E 1.87 chains; S 59 1/2 E 3.00 chains; N 68 1/4 E 1.60 chains; N 3 E 1.70 chains; N 46 W 2.88 chains; N 55 W 4.40 chains; N 6 E 1.34 chains; N 33 E 1.30 chains passing a red oak with 6 hacks on it at (0.90); thence leaving the creek with McKinney N 25 W 8.50 chains to a stake, corner to McKinney; thence with McKinney N 40 1/2 W 5.83 chains to a sandstone rock, corner to McKinney; thence with McKinney N 30 1/2 W 9.38 chains to a stake, corner to McKinney; thence with McKinney N 54 1/2 E 5.15 chains to a stake, corner to McKinney; thence with McKinney N 24 3/4 E 6.25 chains to a stake in the Dunmor-Rector Bridge Road; thence up the center line of said road for the next 7 calls, N 31 W 3.00 chains; N 48 W 3.28 chains; N 58 1/2 W 1.65 chains; N 65 W 4.03 chains; N 84 W 1.15 chains; S 68 W 10.76 chains; S 70 W 4.22 chains to the beginning, containing 105 acres, more or less.

Being the same property acquired by Joel Lovin Gibson from the estate of Bettie Gayle Hinton Tutherow, as evidenced by that Affidavit of Transfer of record in Deed Book 359, Page 118 in the office of the Clerk of Logan County;

And further being the same property conveyed to Earleen Gibson Beadnell and Samuel T. Gibson, Jr., by Joel Lovin Gibson by deed dated February 14, 2005 and of record in Book 359, Page 3118 in the office of the Clerk of Logan County.

For reference only, Parcel ID No. 031-00-00-014-00

Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this ____ day of _____, 10/30/2024 (“**Effective Date**”) between Drexel Johnson and wife Vernita Johnson (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that any such overhead wires or cables be suspended from towers or poles on adjacent properties and that no such towers or poles shall be constructed on the Premises. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor a [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines

and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) [REDACTED], then within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED].

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and

any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee's rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign,

mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Drexel Johnson & Vernita Johnson
2278 Lewisburg Edwards Rd
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the

form attached as Exhibit C) (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

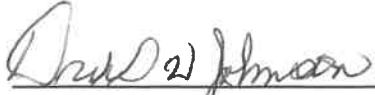
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Drexel Johnson

Dated: 10-30-24_____



Vernita Johnson

Dated: 10-30-24_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Authorized Representative

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT I

A certain tract or parcel of land situated in Logan County, Kentucky, on the waters of Alston Creek and described as follows, to-wit:

"Beginning on a stone and walnut, corner to Howerton and Johnson and running thence S 14 1/2 E 21 poles to a small ash, thence N 82 E 28 1/2 poles with the North side of a branch to the center of said creek, thence with the center of the said Alston Creek N 14 E 11 1/5 poles to a branch on the East side of the creek, thence with the meanders of the branch S 82 1/2 E 14 1/5 poles to a stone, thence N 15 E 33 1/3 poles to a hackberry in Dockins' line, thence N 57 1/2 W 38 2/5 poles to a stone, corner to Howerton and Johnson, thence S 33 1/4 W 49 4/5 poles to the beginning, containing 13 1/2 acres, more or less."

Being the same property conveyed by Drexel Johnson and wife Vernita Johnson, Rebecca McGahee and husband Lawrence McGahee, and Mona Tamme and husband Gerald Tamme, to Christy Wilkins by Deed recorded in Book 295, Page 801 to effect an straw deed transaction, and thereafter conveyed by Christy Wilkins to Drexel Johnson and wife Vernita Johnson by Deed recorded in Book 295, Page 807.

TRACT II

A certain tract of land lying in Logan County, Kentucky, and bounded and described as follows, to-wit:

"Beginning at a stone in the Browning and Tatum line, thence S 33 W 53 poles to a stone in Howerton's line, thence S 57 1/4 E 123 4/5 poles to a walnut and agreed corner to Howerton, thence N 29 1/2 E 49 4/5 poles to a hackberry an agreed corner to Howerton in Browning's line, thence N 56 W 118 poles to the beginning, containing 38 acres, more or less."

Being the same property conveyed by Drexel Johnson and wife Vernita Johnson, Rebecca McGahee and husband Lawrence McGahee, and Mona Tamme and husband Gerald Tamme, to Christy Wilkins by Deed recorded in Book 295, Page 801 to effect an straw deed transaction, and thereafter conveyed by Christy Wilkins to Drexel Johnson and wife Vernita Johnson by Deed recorded in Book 295, Page 807.

TRACT III

A certain tract or parcel of land, situated in Logan County, Kentucky, near the town of Lewisburg, bounded and described as follows, to-wit:

"Beginning on a post, corner to McCoy and Browning, thence with McCoy and old Browning line S 56 E 175 1/2 poles to a rock, Howerton's corner, thence N 47 1/2 E 126 2/5 poles to Lost City Road, thence with said road N 56 W 80 1/2 poles, corner to H. W. McGehee, thence with McGehee's line S 35 1/2 W 39 1/2 poles, corner to same, thence N 57 W 32 2/5 poles, corner to same, thence S 33 W 35 4/5 poles, corner to Brooks, thence with Brooks' line N 56 W 115 poles, corner to Brooks and Browning, thence S 13 W 58 poles to the beginning, containing 105 acres, more or less.

Being the same property conveyed by Drexel Johnson and wife Vernita Johnson, Rebecca McGahee and husband Lawrence McGahee, and Mona Tamme and husband Gerald Tamme, to Christy Wilkins by Deed recorded in Book 295, Page 801 to effect an straw deed transaction, and thereafter conveyed by Christy Wilkins to Drexel Johnson and wife Vernita Johnson by Deed recorded in Book 295, Page 807.

THERE IS EXCEPTED FROM THE ABOVE the following described tract which was conveyed unto Drexel Johnson and wife, Vernita Johnson, by A. L. Johnson and wife, Anna K. Johnson, by Deed dated 28 day of May, 1995, and shown of record in Deed Book 206, page 58, in the office of the Clerk of the Logan County Court and more particularly described as follows, to-wit:

Beginning at a point on the south right of way line of the Edwards Station Road where same intersects the west property line of Earl Baugh, thence with the west property line of Earl Baugh and Delmore Collier a distance of 250 feet, thence in a westerly direction parallel with the Edwards Station Road a distance of 160 feet, thence in a northerly direction and parallel with the west property lines of Baugh and Collier above referred to a distance of 250 feet to the south property line of the Edwards Station Road, thence with the south property line of said Edwards Station Road a distance of 160 feet to the point of beginning.

For reference only, Parcel ID No. 049-00-00-016-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

Title	RE: Lost City - SR-LC-27.5 Owner Signed Agreement
File name	Lost_City_SR-LC-2...ned_Agreement.pdf
Document ID	d3f16ac96d30487d06a4b45ca3e5e27a3142c6c8
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

11 / 04 / 2024

09:51:59 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

11 / 04 / 2024

16:14:51 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

11 / 04 / 2024

16:16:04 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

11 / 04 / 2024

16:16:04 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("Memorandum") is made as of the _____ day of _____, 10/30/2024, by and between Drexel Johnson and wife Vernita Johnson ("Grantor") with an address at 2278 Lewisburg Edwards Rd, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company ("Grantee") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "Agreement"), dated _____, 10/30/2024 ("Effective Date"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("Premises"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("Transmission Easement") on, along, over, under and across a portion of the Premises ("Easement Area") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables for the transmission of electrical energy and/or for communication purposes ("Transmission Facilities"), provided, however, that any such overhead wires or cables be suspended from towers or poles on adjacent properties and that no such towers or poles shall be constructed on the Premises, along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Drexel Johnson
Drexel Johnson

Vernita Johnson
Vernita Johnson

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 10th of 30th, 2024 by Drexel Johnson.

Signature: [Signature]
Printed Name: Sindara Amos
Title: Official Notary
ID # (if any): #4611
My Commission Expires: March 1 2026

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 10th of 30th, 2024, by Vernita Johnson.

Signature: [Signature]
Printed Name: Sindara Amos
Title: Official Notary
ID # (if any): #4611
My Commission Expires: March 1 2026



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 04 day of December, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Brian Wright
Printed Name: Brittany Rene Copeland
Title: a Texas Notary Public
ID # (if any): 133645929
My Commission Expires: March 15, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A**DESCRIPTION OF PREMISES**

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT I

A certain tract or parcel of land situated in Logan County, Kentucky, on the waters of Alston Creek and described as follows, to-wit:

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Being the same property conveyed by Drexel Johnson and wife Vernita Johnson, Rebecca McGahee and husband Lawrence McGahee, and Mona Tamme and husband Gerald Tamme, to Christy Wilkins by Deed recorded in Book 295, Page 801 to effect an straw deed transaction, and thereafter conveyed by Christy Wilkins to Drexel Johnson and wife Vernita Johnson by Deed recorded in Book 295, Page 807.

TRACT II

A certain tract of land lying in Logan County, Kentucky, and bounded and described as follows, to-wit:

"Beginning at a stone in the Browning and Tatum line, thence S 33 W 53 poles to a stone in Howerton's line, thence S 57 1/4 E 123 4/5 poles to a walnut and agreed corner to Howerton, thence N 29 1/2 E 49 4/5 poles to a hackberry an agreed corner to Howerton in Browning's line, thence N 56 W 118 poles to the beginning, containing 38 acres, more or less."

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Exhibit A to Memorandum of Transmission Easement Option Agreement



TRACT III

A certain tract or parcel of land, situated in Logan County, Kentucky, near the town of Lewisburg, bounded and described as follows, to-wit:

"Beginning on a post, corner to McCoy and Browning, thence with McCoy and old Browning line S 56 E 175 1/2 poles to a rock, Howerton's corner, thence N 47 1/2 E 126 2/5 poles to Lost City Road, thence with said road N 56 W 80 1/2 poles, corner to H. W. McGehee, thence with McGehee's line S 35 1/2 W 39 1/2 poles, corner to same, thence N 57 W 32 2/5 poles, corner to same, thence S 33 W 35 4/5 poles, corner to Brooks, thence with Brooks' line N 56 W 115 poles, corner to Brooks and Browning, thence S 13 W 58 poles to the beginning, containing 105 acres, more or less.

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THERE IS EXCEPTED FROM THE ABOVE the following described tract which was conveyed unto Drexel Johnson and wife, Vernita Johnson, by A. L. Johnson and wife, Anna K. Johnson, by Deed dated 28 day of May, 1995, and shown of record in Deed Book 206, Page 52, in the office of the Clerk of the Logan County Court and more particularly described as follows, to-wit:

Beginning at a point on the south right of way line of the Edwards Station Road where same intersects the west property line of Earl Baugh, thence with the west property line of Earl Baugh and Delmore Collier a distance of 250 feet, thence in a westerly direction parallel with the Edwards Station Road a distance of 160 feet, thence in a northerly direction and parallel with the west property lines of Baugh and Collier above referred to a distance of 250 feet to the south property line of the Edwards Station Road, thence with the south property line of said Edwards Station Road a distance of 160 feet to the point of beginning.

For reference only, Parcel ID No. 049-00-00-016-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease ("**Agreement**") is made as of this 7th day of ~~November~~, 2024 ("**Effective Date**") between Harold Wayne Gardner (collectively, "**Lessor**"), and Lost City Renewables LLC, a Delaware 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 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. 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, junction boxes, collection systems and cabling, and 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 over and across the Premises 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. Lessee may additionally remove, or require the removal, of trees and other shrubbery existing on the Premises as of the date hereof.

(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. [REDACTED]

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, [REDACTED]

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 and the election of the non-defaulting party 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 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

Lessee shall pay Lessor [REDACTED] in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises ("**Option Rent**"); provided, that, the first payment of Option Rent shall be prorated from the date that is [REDACTED] after the Effective Date ("**Option Effective Date**") until the next occurring [REDACTED] of the year in which the Option Effective Date occurs. The first payment of Option Rent will be made on or before the Option Effective Date. Thereafter, payment of one-fourth the amount of Option Rent shall be made quarterly by [REDACTED] of each calendar year during the Option Period. For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. The Option Rent for the last year of the Option Period, if less than a full calendar year, shall be prorated based on the number of days in such year, provided, that, if the option is exercised, the Option Rent shall accrue up to the Extended Term Date and any excess Option Rent previously paid by Lessee to Lessor shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon [REDACTED] written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

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

(a) Within [REDACTED] days after the Extended Term Date, Lessee shall pay Lessor [REDACTED] as measured by the total number of acres within the Premises as specified in the Option Notice, prorated for any partial acres within the Premises ("**Annual Rent**"). For the first year of the Extended Term, Annual Rent shall be prorated from the Extended Term Date until [REDACTED] of the year in which the Extended Term Date occurs. Thereafter, payment of Annual Rent will be made by [REDACTED] of each subsequent year and shall [REDACTED] annually beginning in the second full calendar year of the Extended Term.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes

and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(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 [REDACTED] 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) No Interference. Neither Lessor's activities nor the exercise of any rights or interest given or granted by Lessor on the Premises shall, currently or prospectively, interfere with, impair or materially increase the cost of (i) the construction, installation, maintenance or operation of any Solar Facilities, (ii) vehicular or pedestrian access to, or the transmission of energy from, any Solar Facilities, (iii) any operations of Lessee on the Premises or with respect to any Solar Facilities or (iv) the free enjoyment and exercise of any other rights or benefits given to or permitted Lessee hereunder..

(c) Effects. Lessor acknowledges that the Solar Facilities may produce electromagnetic interference with signal transmission or reception with existing fixed broadcast, retransmission, or

reception antenna for radio, television, or wireless phone or personal communications systems. Lessor agrees not to object in any municipal, regulatory or judicial proceeding, or under this Lease, should such interference occur. Lessor understands and has been informed by Lessee that by this Lease, Lessee has the right to cause on, over, across and under the Premises or as an indirect or direct result of Lessee's activities on the Premises and/or on nearby sites including, but not limited to, the construction, operation and maintenance of the Solar Facilities and/or related solar facilities on nearby sites, such noise, audio, visual, view, light, vibration, air turbulence, shading, electromagnetic, television reception, weather or otherwise created hazards including but not limited to operations of the Solar Facilities and/or such other solar facilities now known or hereafter designed and used for the generation of electricity and the transmission of such electricity on the Premises (collectively, "**Effects**"). Lessor, for itself, its heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right, Claims or cause of action which it may now have or which it may have in the future against Lessee as a direct or indirect result of said Effects during the term of this Lease.

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 up to two thousand five hundred dollars (\$2500.00) 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 be requested, including, but not limited to, any requests from tax equity investors or other third party investors. 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.

Section 5.6 No Severance of Wind or Solar Rights

Notwithstanding anything herein to the contrary, Lessor shall not (i) sever the airspace, wind rights, or solar rights from the surface estate or fee title of the Premises, or (ii) separately sell, assign, transfer, or convey airspace rights, wind rights, or solar rights on, over, or above the Premises, including any rights to develop or maintain wind energy or solar energy generation systems on, over and across the Premises.

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify this Lease without prior written consent of the Lender as set forth in this Lease.

(c) 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.

(d) 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 90 days to cure the default to prevent termination of this Agreement. If within such 90 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.

(e) 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.

(f) 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

[REDACTED]

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:

Harold Wayne Gardner
5311 Forgy Mill Road
Dunmor, KY 42339

If to Lessee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

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.

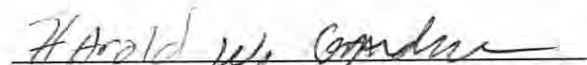
Section 10.13 State Specific Provisions

Reserved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:



Harold Wayne Gardner

Dated: 10-27-24

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: Brian Wright

Name: Brian Wright

Title: Authorized Representative

Dated: 11 / 07 / 2024

Lessee's Signature Page to Solar Option and Land Lease

[Lost City (KY) – Harold Wayne Gardner.]

EXHIBIT A

DESCRIPTION OF PREMISES

The following property situated and located in Muhlenberg County, Kentucky, and described as follows:

Beginning at a stone, formerly a poplar and white oak on the coal road; thence S. 29-40 E. 272.0 feet to a stone by a black oak, corner to property of Clarence Wood and Walter McPherson; thence with property of Walter McPherson N. 5-30 E. 439.0 feet to a stone in north side of old road; thence N. 37-30 E. 243.0 feet to stone on north side of old road; thence N. 54 E. 409.0 feet to stone in center of old road; thence leaving the road and still with W. McPherson property S. 7 E. 465.0 feet to stone by black oak; thence N. 70-00' E. 506.0 feet to a 24" white oak; thence N. 6-30 E. 493.0 feet to a stone in the old line; thence N. 86-30 E. 810.0 feet to a hickory; corner to property of Walter McPherson; thence N. 45-30 W. 4100.0 feet to a stone in a chestnut stump corner to property of John Woods and T. O. Jones; thence S. 12-40 W. 2145.0 feet to a stone, formerly a white oak; thence with property of Claud Lathan S. 27 E. 957.0 feet to a stone, formerly white oak, dogwood, two sourwood; thence with line of Eddie DeArmond S. 43-30 E. 1221.0 feet to the beginning, containing 154.0 acres, more or less.

There is excepted a certain tract of 2-1/2 acres more or less from the above property, said tract located on the south boundary of above described property, and being conveyed to Charles Corley on the 30th day of March, 1957, and recorded in Deed Book 201, page 297, in the office of the Clerk of Muhlenberg County.

FURTHER LESS AND EXCEPT that certain tract or parcel of land conveyed to Dennis G. Chatham and wife, Linda K. Chatham and survivor, from Charles R. Lewis and wife, Billie Ruth Lewis, Bobby R. Jones and wife, Faye Jones, H. Lee Owen and wife, Ann Owen, and Sammy Levinson, an unmarried person, by deed dated April 22, 1987, recorded April 28, 1987 in Deed Book 381 Page 174.

Being the same property conveyed to Lessor from Charles R. Lewis and wife, Billie Ruth Lewis, Bobby R. Jones and wife Faye Jones, and H. Lee Owen and wife Ann Owen, and Sammly Levinson and wife Elizabeth Levinson by deed dated December 20, 2027 and of record at Book D610, Page 715 in the office of the Muhlenberg County Court Clerk.

Tax ID No: 226-00-00-023.000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112

MEMORANDUM OF SOLAR OPTION AND LAND LEASE

THIS MEMORANDUM OF SOLAR OPTION AND LAND LEASE ("**Memorandum**") executed as of the 7th day of November, 2024 by and between Harold Wayne Gardner ("**Lessor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Lessee**"). Lessor and Lessee may hereafter be referred to as, together, the "**Parties**".

RECITALS

E. Lessor and Lessee have entered into a certain a Solar Option and Land Lease ("**Lease**"), dated 7th November 2024 ("**Effective Date**"), whereby Lessor has agreed to lease to Lessee certain real property, together with access easement rights and an easement for the free and unobstructed collection and conversion of solar energy across said property in Muhlenberg County, Tennessee, and being more particularly described on the attached Exhibit A ("**Premises**").

F. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Lessee in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Lease.

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

1. Lessor and Lessee have entered into the Lease to lease and demise the Premises for solar energy purposes and to grant access and solar easements, which include prohibiting any obstruction to the open and unobstructed access to the sun ("**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. Pursuant to the Lease, Lessee has the exclusive right to use the Premises for solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease.

2. The initial term of the Lease (“**Option Period**”) commences on the Effective Date and continues for a period of five (5) years. If, prior to the expiration of the Option Period, Lessee has provided written notice to Lessor that it elects to extend the Lease term, the Lease shall be automatically extended for the Extended Term. The Extended Term shall commence on the Extended Term Date included in the Option Notice and continue until a date that is thirty (30) years after the Extended Term Date unless sooner terminated in accordance with the terms of the Lease. Lessee has the right and option to extend the Extended Term for four (4) additional periods of five (5) years (each a “**Renewal Term**”).

3. Subject in all respects to the terms and conditions of the Lease, Lessor has agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Lease and all of Lessee’s rights, title and interests created thereby, (ii) any lien of any lender of Lessee’s then in existence on the leasehold estate created by the Lease, and (iii) Lessee’s right to create a lien in favor of any lender of Lessee’s.

4. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of Lessee’s right, title or interest in the Lease: hypothecate, mortgage, grant or pledge, or assign, sublease, transfer, or convey, provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall be fully relieved from liability as to the rights, title and interest and obligations so assigned.

5. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Lease, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties’ respective heirs, executors, administrators, successors and assigns.

6. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.



IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSOR:

Harold W. Gardner
Harold Wayne Gardner

STATE OF Kentucky)
COUNTY OF Muhlenberg) SS:

The foregoing instrument was acknowledged before me this Oct. of 27th, 2024 by Harold Wayne Gardner.

Signature: [Signature]
Printed Name: Shindana Ainos
Title: Notary Official
ID # (if any): # 46100
My Commission Expires: March 1, 2026

Lessee's Signature Page to Memorandum of Lease

[Lost City (KY) – Lewis, Charles et. Al.]



IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LESSEE:

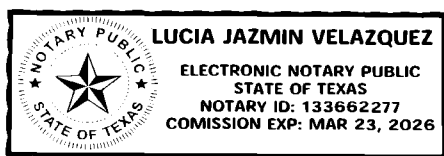
Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice president Lost City Renewables

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 07 of November 20 24, by Brian Wright, the Vice president of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Document Notarized using a Live Audio-Video Connection



Signature: Lucia Velazquez
Printed Name: Lucia Jazmin Velazquez
Title: Lucia Jazmin Velazquez, a Texas State Notary Public
ID # (if any): _____
My Commission Expires: March 23, 2026

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



Exhibit A

Legal Description

The following property situated and located in Muhlenberg County, Kentucky, and described as follows:

Beginning at a stone, formerly a poplar and white oak on the coal road; thence S. 29-40 E. 272.0 feet to a stone by a black oak, corner to property of Clarence Wood and Walter McPherson; thence with property of Walter McPherson N. 5-30 E. 439.0 feet to a stone in north side of old road; thence N. 37-30 E. 243.0 feet to stone on north side of old road; thence N. 54 E. 409.0 feet to stone in center of old road; thence leaving the road and still with W. McPherson property S. 7 E. 465.0 feet to stone by black oak; thence N. 70-00' E. 506.0 feet to a 24" white oak; thence N. 6-30 E. 493.0 feet to a stone in the old line; thence N. 86-30 E. 810.0 feet to a hickory; corner to property of Walter McPherson; thence N. 45-30 W. 4100.0 feet to a stone in a chestnut stump corner to property of John Woods and T. O. Jones; thence S. 12-40 W. 2145.0 feet to a stone, formerly a white oak; thence with property of Claud Lathan S. 27 E. 957.0 feet to a stone, formerly white oak, dogwood, two sourwood; thence with line of Eddie DeArmond S. 43-30 E. 1221.0 feet to the beginning, containing 154.0 acres, more or less.

There is excepted a certain tract of 2-1/2 acres more or less from the above property, said tract located on the south boundary of above described property, and being conveyed to Charles Corley on the 30th day of March, 1957, and recorded in Deed Book 201, page 297, in the office of the Clerk of Muhlenberg County.

FURTHER LESS AND EXCEPT that certain tract or parcel of land conveyed to Dennis G. Chatham and wife, Linda K. Chatham and survivor, from Charles R. Lewis and wife, Billie Ruth Lewis, Bobby R. Jones and wife, Faye Jones, H. Lee Owen and wife, Ann Owen, and Sammy Levinson, an unmarried person, by deed dated April 22, 1987, recorded April 28, 1987 in Deed Book 381 Page 174.

Being the same property conveyed to Lessor from Charles R. Lewis and wife Billie Ruth Lewis, Bobby R. Jones and wife Faye Jones, H. Lee Owen and wife Ann Owen, and Sammy Levinson and wife Elizabeth Levinson by deed dated December 20, 2027 and of record at Book D610, Page 715 in the office of the Muhlenberg County Court Clerk.

Tax ID No: 226-00-00-023.000

DOCUMENT NO: 322790
 RECORDED: 11/12/2024 11:14:27 AM
 VIA ERECORDING
 TRANSFER TAX: \$0.00
 TOTAL FEES: \$46.00
 COUNTY CLERK: CRYSTAL SMITH
 DEPUTY CLERK: Sherry R. Whitney
 COUNTY: MUHLENBERG COUNTY
 BOOK: D610 PAGES: 1062-1066

Memorandum of Lease – Exhibit A



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 10th day of October, 2024 ("**Effective Date**") between Michael Wade Manning (a/k/a Michael Manning, a/k/a Michael W. Manning) ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

[REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions

or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("**Extended Option Payments**," and collectively with the Initial Option Payment the "**Option Payments**")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED]

[REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("**Easement Fee**"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("**COD**"), Grantee shall pay to Grantor an [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and

Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) on or before _____, then within [REDACTED] after the Effective Date Grantee shall pay to Grantor [REDACTED].

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of

Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those

disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and

all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Michael Wade Manning
Michael Wade Manning (a/k/a Michael Manning, a/k/a Michael W. Manning)

Dated: 9-29-24

Grantor's Signature Page to Transmission Easement Option Agreement

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Michael Wade Manning]

EXHIBIT A
DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel One:

Being a certain parcel of land lying in Logan County, KY., on the South side of The Iron Mountain Road, approximately 1.90 miles Northeast of Lewisburg, KY., and being more particularly described by a survey conducted by S & S Surveying Services; Quinton L. Skipworth, PLS 3455 on the 20th day of April, 2006; with a magnetic observation taken from the source deed and survey dated July, 1997, as follows:

Beginning at a ½" X 18" rebar and cap set, (PLS 3455), at the Northwest corner of The Parent Tract of which this is a part of, being the Northeast corner of Lloyd R. Stokes, (Tract Two; Deed Book 331, page 779), and located in the line of Lloyd R. Stokes, (Tract One; Deed Book 331, page 779), thence from said beginning and running with the line of Lloyd R. Stokes Tract One S 66° 10' 51" E 234.32 feet to a 5/8" rebar and cap found, (PLS 2474), thence S 66° 06' 49" E 94.80 feet to a ½" X 18" rebar and cap set, (PLS 3455), located in the South Right-of-Way line of The Iron Mountain Road, (40' R/W), thence with said Right-of-Way Line S 53° 53' 34" E 458.77 feet to a ½" X 18" rebar and cap set, (PLS 3455), thence continuing with said division line with Wayne Nole and severing said Deed for the next three (3) calls; S 66° 15' 13" E 707.62 feet to a ½" X 18" rebar and cap set, (PLS 3455), set on the East side of a 30" wide road right-of-way easement, S 36° 45' 52" W 734.39 feet to a ½" X 18" rebar and cap set, (PLS 3455), located in a fence and in the line of Lloyd Randy Stokes, (Tract Two; Deed Book 331, page 779), thence with the line of Lloyd R. Stokes and a fence N 21° 44' 37" E 968.21 feet to the beginning. Containing 26.50 acres, more or less.

For reference only, Parcel ID No. 048-00-00-002-05

Parcel Two:

Being a certain parcel of land lying in Logan County, Kentucky, on the South side of the Iron Mountain Road, approximately 1.75 miles Northeast of Lewisburg, Kentucky, and being more particularly described by a survey conducted by S & S Surveying Services, Quinton L. Skipworth, PLS 3455 on the 22nd day of May, 2006, with a magnetic observation taken from Deed Book 311, Page 493, and survey dated July 1997, as follows:

Beginning at 5/8 inch rebar and cap found (PLS 3148) in the South right-of-way line of the Iron Mountain Road (25 feet from center line), same being a corner with Myrna White (Deed Book 311, Page 493); thence from said beginning and running with said right-of-way line South 62 degrees 02 minutes 41 seconds East 49.98 feet to a 5/8 inch rebar and cap found (PLS 3148), a corner with Quinton L. Skipworth (Deed Book 338, Page 86); thence with the line of Quinton L. Skipworth South 26 degrees 57 minutes 00 seconds West 732.44 feet to a 1/2 inch rebar and cap found (PLS 3290), a corner with Kenneth O'Dell (Deed Book 329, Page 504); thence with the line of Kenneth O'Dell South 25 degrees 52 minutes 40 seconds West 263.35 feet to a 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence on a new division line with Toby Miller (Deed Book 338, Page 120), South 27 degrees 08 minutes 56 seconds West 1138.64 feet to 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence continuing with said division line and severing said Deed South 30 degrees 28 minutes 36 seconds West 669.64 feet to a corner post found and located North

63 degrees 58 minutes 51 seconds West 2.00 feet from a reference 5/8 inch by 18 inch rebar and cap set (PLS 3455), a corner with Jewell W. Graham (Deed Book 130, Page 145); thence with the line of Jewell W. Graham South 30 degrees 26 minutes 02 seconds West 35.92 feet to a 28 inch ash tree found and located South 63 degrees 36 minutes 40 seconds East 3.00 feet from a reference 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence continuing with the line of Jewell W. Graham along a fence North 63 degrees 36 minutes 40 seconds West 2382.35 feet to a corner post found with a 5/8 inch rebar and cap found (PLS 3148) set at its base by Jeffrey Harris, same being located in the line of Mrs. James Ed Smith (Deed Book 151, Page 592); thence with the line of Mrs. James Ed Smith North 26 degrees 26 minutes 06 seconds East 1268.43 feet to a meander point in a creek and located South 21 degrees 44 minutes 37 seconds West 25.00 feet from a 5/8 inch rebar and aluminum cap found (PLS 2474), same being a corner with Lloyd R. Stokes (Deed Book 331, Page 779), and a corner with Wayne Nole (Deed Book 311, Page 489); thence with the line of Wayne Nole South 49 degrees 13 minutes 19 seconds East 1063.23 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474); thence continuing with the line of Wayne Nole South 61 degrees 06 minutes 37 seconds East 751.46 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474) a corner with Wanda McMillen (Deed Book 311, Page 550); thence with the line of Wanda McMillen South 51 degrees 24 minutes 07 seconds East 326.49 feet to 5/8 inch rebar and aluminum cap found (PLS 2474) a corner with Myrna White (Deed Book 311, Page 493); thence with the line of Myrna White South 51 degrees 34 minutes 20 seconds East 305.97 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474) thence continuing with the line of Myrna White North 26 degrees 55 minutes 06 seconds East 2130.83 feet to the beginning, containing 56.33 acres, more or less.

For reference only, Parcel ID No. 048-00-00-003-06

Exhibit A - Legal Description of Premises

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

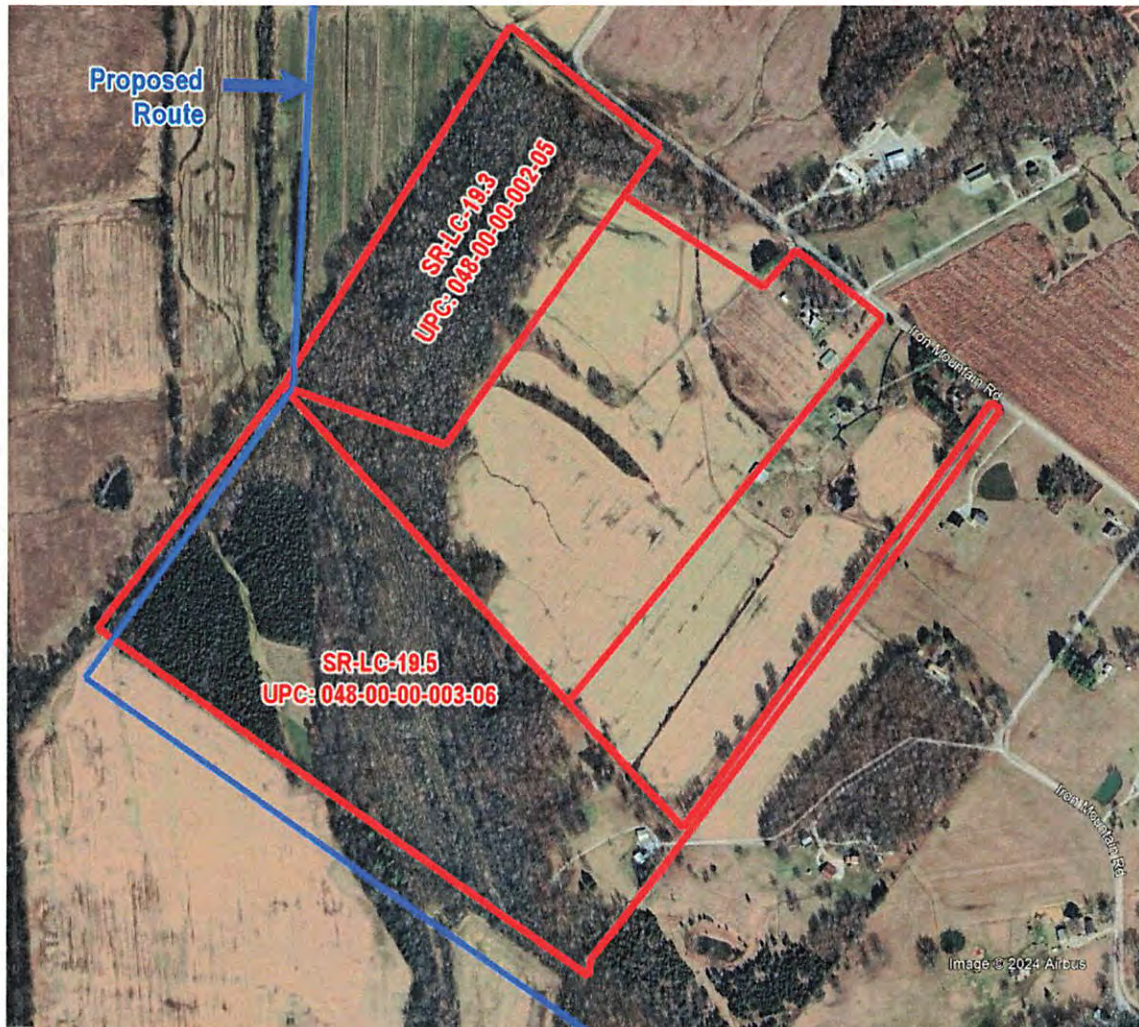


Exhibit A-1 - Anticipated Location of Easement Area

Title	Re: Lost City...
File name	SR-LC-19.4_Owner_Signed_agreement.pdf and 3 others
Document ID	324b9a02bf0dcdbb8c9944080a757aa3c71a8659
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

10 / 09 / 2024

14:49:57 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.37.88.108



VIEWED

10 / 10 / 2024

13:29:03 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

10 / 10 / 2024

13:32:00 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

10 / 10 / 2024

13:32:00 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 11 day of October, 2024, by and between Michael Wade Manning and wife, Patricia Swords Manning (“**Grantor**”) with an address at 1683 Iron Mountain Road, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated October 10, 2024 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Michael Manning
Michael Wade Manning

Patricia Swords Manning
Patricia Swords Manning

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this September of 29th, 2024, by Michael Wade Manning.

Signature: Shindana M. Amos
Printed Name: Shindana M. Amos
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this September of 29th, 2024, by Patricia Swords Manning.

Signature: Shindana M. Amos
Printed Name: Shindana M. Amos
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Michael Wade Manning and Patricia Swords Manning]



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: *Brian Wright*
Name: Brian Wright
Title: Vice President of Lost City Renewables LLC

STATE OF Texas)
) SS:
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 11 of October, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Document Notarized using a Live Audio-Video Connection



Signature: *Brittany Rene Copeland*
Printed Name: Brittany Rene Copeland
Title: Texas Notary Public
ID # (if any): _____
My Commission Expires: March 15, 2026

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Being a certain parcel of land located approximately 11.5 miles north of the City of Russellville, Logan County, Kentucky, and approximately 1.5 miles north of the City of Lewisburg, Logan County, Kentucky at 1409 Iron Mountain Road, Lewisburg, KY 42256, 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 NAD83-Kentucky (single zone) coordinate system.

Commencing at a 5/8" rebar and cap (found), PLS #2474, in the south right of way line of Iron Mountain Road, 20 feet from the centerline, being located 1.44 miles +/- west of Beechland Road, being a common corner to Aimie Shanaye Burchett (Deed Book 426, page 710) and Wayne Nole (Deed Book 311, page 489); thence with Aimie Shanaye

Burchett South 40° 16' 37" West, 519.73 feet to an iron rebar (set) being the true Point of BEGINNING; thence continuing with Aimie Shanaye Burchett the following two (2) calls, South 40° 16' 37" West, 306.21 feet to a 5/8" rebar and cap (found), PLS #2474; thence South 36° 44' 09" West, 1201.52 feet to a 5/8" rebar and cap (found), PLS #2474, in the line of Michael Manning (Deed Book 429, page 695); thence with Michael Manning the following two (2) calls, North 41° 13' 07" West, 751.68 feet to an iron rebar (set); thence North 39° 19' 46" West, 1062.39 feet to a point in the center of Alum Lick Creek a corner to ??? (Deed Book ???, page 376) and Lloyd R. Stokes (Deed Book 397, page 48); thence with Lloyd R. Stokes the following two (2) calls, North 35° 46' 19" East, 23.78 feet to a 5/8" rebar and cap (found), PLS #2474 ; thence North 35° 46' 19" East, 667.82 feet to a 5/8" rebar and cap (found) PLS #3455, a corner to Michael Manning (Deed Book 367, page 678); thence with Michael Manning the following two (2) calls, South 54° 46' 33" East, 1213.32 feet to a 5/8" rebar and cap (found), PLS #3455; thence North 46° 32' 37" East, 471.82 feet to an iron rebar (set); thence a new division line South 42° 41' 36" East, 512.34 feet to the Point of BEGINNING; containing 1,865,634 sq. ft. or 42.83 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS #4163", during the month of December 2019.

For reference only, Parcel ID No. 048-00-00-002-00

Exhibit A – Legal Description of Premises



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 10th day of October, 2024 ("**Effective Date**") between Michael Wade Manning and wife, Patricia Swords Manning ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) Grantee's failure to exercise the Option within the Option Term.
 - (a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.
- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("**COD**"), Grantee shall pay to Grantor an [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and December 31st. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this

Agreement and any forfeiture of any of Grantee's rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or

any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Micheal Wade Manning
1683 Iron Mountain Road
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all

applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the

Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

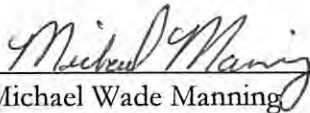
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

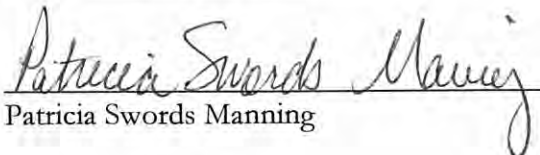
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:


Michael Wade Manning

Dated: 9-29-24


Patricia Swords Manning

Dated: 9/29/24

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Michael Wade Manning and Patricia Swords Manning]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Being a certain parcel of land located approximately 11.5 miles north of the City of Russellville, Logan County, Kentucky, and approximately 1.5 miles north of the City of Lewisburg, Logan County, Kentucky at 1409 Iron Mountain Road, Lewisburg, KY 42256, 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 NAD83-Kentucky (single zone) coordinate system.

Commencing at a 5/8" rebar and cap (found), PLS #2474, in the south right of way line of Iron Mountain Road, 20 feet from the centerline, being located 1.44 miles +/- west of Beechland Road, being a common corner to Aimie Shanaye Burchett (Deed Book 426, page 710) and Wayne Nole (Deed Book 311, page 489); thence with Aimie Shanaye

Burchett South 40° 16' 37" West, 519.73 feet to an iron rebar (set) being the true Point of BEGINNING; thence continuing with Aimie Shanaye Burchett the following two (2) calls, South 40° 16' 37" West, 306.21 feet to a 5/8" rebar and cap (found), PLS #2474; thence South 36° 44' 09" West, 1201.52 feet to a 5/8" rebar and cap (found), PLS #2474, in the line of Michael Manning (Deed Book 429, page 695); thence with Michael Manning the following two (2) calls, North 41° 13' 07" West, 751.68 feet to an iron rebar (set); thence North 39° 19' 46" West, 1062.39 feet to a point in the center of Alum Lick Creek a corner to ??? (Deed Book ???, page 376) and Lloyd R. Stokes (Deed Book 397, page 48); thence with Lloyd R. Stokes the following two (2) calls, North 35° 46' 19" East, 23.78 feet to a 5/8" rebar and cap (found), PLS #2474 ; thence North 35° 46' 19" East, 667.82 feet to a 5/8" rebar and cap (found) PLS #3455, a corner to Michael Manning (Deed Book 367, page 678); thence with Michael Manning the following two (2) calls, South 54° 46' 33" East, 1213.32 feet to a 5/8" rebar and cap (found), PLS #3455; thence North 46° 32' 37" East, 471.82 feet to an iron rebar (set); thence a new division line South 42° 41' 36" East, 512.34 feet to the Point of BEGINNING; containing 1,865,634 sq. ft. or 42.83 acres more or less, according to a field survey conducted by DDI Engineering under the direction of Timothy G. Futch, "PLS #4163", during the month of December 2019.

For reference only, Parcel ID No. 048-00-00-002-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

**MEMORANDUM OF TRANSMISSION EASEMENT OPTION
AGREEMENT**

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the 11 day of October, 2024, by and between Michael Wade Manning (a/k/a Michael Manning, a/k/a Michael W. Manning) ("**Grantor**") with an address at 1683 Iron Mountain Road, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated October 10, 2024 ("**Effective Date**"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes



("Transmission Facilities") along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Michael Wade Manning
Michael Wade Manning (a/k/a Michael Manning, a/k/a Michael W. Manning)

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this Sept. of 29, 2024, 2024, by Michael Wade Manning.

Signature: Shirley M. Harris
Printed Name: Shirley M. Harris
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Michael Wade Manning]



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

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President of Lost City Renewables LLC

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 11 of October, 2024 by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Document Notarized using a Live Audio-Video Connection



Signature: _____
Printed Name: Brittany Rene Copeland
Title: Texas Notary Public
ID # (if any): _____
My Commission Expires: March 15, 2026

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel One:

Being a certain parcel of land lying in Logan County, KY., on the South side of The Iron Mountain Road, approximately 1.90 miles Northeast of Lewisburg, KY., and being more particularly described by a survey conducted by S & S Surveying Services; Quinton L. Skipworth, PLS 3455 on the 20th day of April, 2006; with a magnetic observation taken from the source deed and survey dated July, 1997, as follows:

Beginning at a ½" X 18" rebar and cap set, (PLS 3455), at the Northwest corner of The Parent Tract of which this is a part of, being the Northeast corner of Lloyd R. Stokes, (Tract Two; Deed Book 331, page 779), and located in the line of Lloyd R. Stokes, (Tract One; Deed Book 331, page 779), thence from said beginning and running with the line of Lloyd R. Stokes Tract One S 66° 10' 51" E 234.32 feet to a 5/8" rebar and cap found, (PLS 2474), thence S 66° 06' 49" E 94.80 feet to a ½" X 18" rebar and cap set, (PLS 3455), located in the South Right-of-Way line of The Iron Mountain Road, (40' R/W), thence with said Right-of-Way Line S 53° 53' 34" E 458.77 feet to a ½" X 18" rebar and cap set, (PLS 3455), thence continuing with said division line with Wayne Nole and severing said Deed for the next three (3) calls; S 66° 15' 13" E 707.62 feet to a ½" X 18" rebar and cap set, (PLS 3455), set on the East side of a 30" wide road right-of-way easement, S 36° 45' 52" W 734.39 feet to a ½" X 18" rebar and cap set, (PLS 3455), located in a fence and in the line of Lloyd Randy Stokes, (Tract Two; Deed Book 331, page 779), thence with the line of Lloyd R. Stokes and a fence N 21° 44' 37" E 968.21 feet to the beginning. Containing 26.50 acres, more or less.

For reference only, Parcel ID No. 048-00-00-002-05

Parcel Two:

Exhibit A - Legal Description of Premises



Being a certain parcel of land lying in Logan County, Kentucky, on the South side of the Iron Mountain Road, approximately 1.75 miles Northeast of Lewisburg, Kentucky, and being more particularly described by a survey conducted by S & S Surveying Services, Quinton L. Skipworth, PLS 3455 on the 22nd day of May, 2006, with a magnetic observation taken from Deed Book 311, Page 493, and survey dated July 1997, as follows:

Beginning at 5/8 inch rebar and cap found (PLS 3148) in the South right-of-way line of the Iron Mountain Road (25 feet from center line), same being a corner with Myrna White (Deed Book 311, Page 493); thence from said beginning and running with said right-of-way line South 62 degrees 02 minutes 41 seconds East 49.98 feet to a 5/8 inch rebar and cap found (PLS 3148), a corner with Quinton L. Skipworth (Deed Book 338, Page 86); thence with the line of Quinton L. Skipworth South 26 degrees 57 minutes 00 seconds West 732.44 feet to a 1/4 inch rebar and cap found (PLS 3290), a corner with Kenneth O'Dell (Deed Book 329, Page 504); thence with the line of Kenneth O'Dell South 25 degrees 52 minutes 40 seconds West 263.35 feet to a 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence on a new division line with Toby Miller (Deed Book 338, Page 120), South 27 degrees 08 minutes 56 seconds West 1138.64 feet to 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence continuing with said division line and severing said Deed South 30 degrees 28 minutes 36 seconds West 669.64 feet to a corner post found and located North 63 degrees 58 minutes 51 seconds West 2.00 feet from a reference 5/8 inch by 18 inch rebar and cap set (PLS 3455), a corner with Jewell W. Graham (Deed Book 130, Page 145); thence with the line of Jewell W. Graham South 30 degrees 26 minutes 02 seconds West 35.92 feet to a 28 inch ash tree found and located South 63 degrees 36 minutes 40 seconds East 3.00 feet from a reference 5/8 inch by 18 inch rebar and cap set (PLS 3455); thence continuing with the line of Jewell W. Graham along a fence North 63 degrees 36 minutes 40 seconds West 2382.35 feet to a corner post found with a 5/8 inch rebar and cap found (PLS 3148) set at its base by Jeffrey Harris, same being located in the line of Mrs. James Ed Smith (Deed Book 151, Page 592); thence with the line of Mrs. James Ed Smith North 26 degrees 26 minutes 06 seconds East 1268.43 feet to a meander point in a creek and located South 21 degrees 44 minutes 37 seconds West 25.00 feet from a 5/8 inch rebar and aluminum cap found (PLS 2474), same being a corner with Lloyd R. Stokes (Deed Book 331, Page 779), and a corner with Wayne Nole (Deed Book 311, Page 489); thence with the line of Wayne Nole South 49 degrees 13 minutes 19 seconds East 1063.23 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474); thence continuing with the line of Wayne Nole South 61 degrees 06 minutes 37 seconds East 751.46 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474) a corner with Wanda McMillen (Deed Book 311, Page 550); thence with the line of Wanda McMillen South 51 degrees 24 minutes 07 seconds East 326.49 feet to 5/8 inch rebar and aluminum cap found (PLS 2474) a corner with Myrna White (Deed Book 311, Page 493); thence with the line of Myrna White South 51 degrees 34 minutes 20 seconds East 305.97 feet to a 5/8 inch rebar and aluminum cap found (PLS 2474) thence continuing with the line of Myrna White North 26 degrees 55 minutes 06 seconds East 2130.83 feet to the beginning, containing 56.33 acres, more or less.

For reference only, Parcel ID No. 048-00-00-003-06

Exhibit A - Legal Description of Premises



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 24 day of March, 2025 (“**Effective Date**”) between James Alan Milam, Trustee of the Milam Family Trust under agreement dated 3-7-2006 (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee easements over, across and on only those portions of the Premises on which roads and lanes are located as of the Effective Date, such roads and lanes being identified and depicted in Exhibit A-2 attached hereto, for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon ("**Access Easement**"). For avoidance of doubt the Access Easement shall not be applicable to any portion of the Premises outside those areas in which roads and lanes are located as of the Effective Date. If requested by Grantee, the parties shall negotiate in good faith to expand the Access Easement to portions of the Premises outside of the Easement Area and Access Area. The Access Easement shall include the right to improve existing roads and lanes at Grantee's sole cost and expense, but not to construct new roads. For avoidance of doubt, the Access Easement shall not permit Grantee to build structures, buildings, or improvements of any kind, other than to improve existing roads. The Access Easement shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them.

(C) The initial location of the Easement Area is depicted on the attached Exhibit A-1. The anticipated location of Grantee's route of Transmission Facilities ("**Proposed Route**"), such route to be within the Easement Area, are further depicted in Exhibit A-1, provided that Grantee may, as a result of topography, wetlands, vegetation, or other geotechnical and engineering conditions, deviate from the Proposed Route so long as such deviation falls within the initial Easement Area. The final Easement Area shall not fall outside of the initial Easement area depicted on Exhibit A-1 without the consent of the Grantor, which consent shall not be unreasonably withheld provided the revised Easement area does not interfere with the Grantors' use and enjoyment of the premises. On or before the completion of construction of the Transmission Facilities, Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than ninety (90) feet in overall width and shall fall within the initial Easement Area, provided, however, that during the construction of the Transmission Facilities and any repair, replacement, or decommissioning thereafter Grantee may utilize a portion of the property one hundred fifty (150) feet in overall width encompassing the Easement Area. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. As Grantee engages in its development, design, and engineering of Transmission Facilities associated with the Project, Grantee shall provide timely information to Grantor as to Grantee's planned Transmission Facilities, Easement Area, and construction timelines. Prior to the construction of the Transmission Facilities, Grantee shall submit a survey plat of the intended final Easement Area to Grantor. Grantee

shall compensate Grantor for crop and/or timber damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Easement Area which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee. Provided, however, Grantor shall be permitted to raise cattle and/or grow crops on the Premises, provided same does not interfere with the Grantee's use and enjoyment of the Easement and Easement area.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

(F) Notwithstanding the foregoing, Grantee acknowledges the existence on the Premises of building foundations or other structures associated with a historical homestead ("**Historic Homestead**"). Grantee shall not construct poles, towers, or other surface or subsurface Transmission Facilities in a manner that would disrupt or destroy the Historic Homestead.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

On or before [REDACTED], Grantee shall pay to Grantor [REDACTED] [REDACTED] (“**Initial Option Payment**”). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term (“**Extended Option Payments**,” and collectively with the Initial Option Payment the “**Option Payments**”). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] [REDACTED] to be installed on the Premises or (ii) [REDACTED] in each event less the amount of any Option Payment paid by Grantee (“**Easement Fee**”). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees. Notwithstanding the foregoing, Grantee anticipates that it will install a minimum of [REDACTED] of connector lines and/or transmission lines.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this

Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

James Allen Milam
14540 W Country Lane Drive

If to Grantee:

Lost City Renewables LLC
Attn: Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

**Milam Family Trust under agreement
dated 3-7-2006**

By: 

Name: James Allen Milam

Title: Trustee

Dated: 3-10-25

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Milam Trust]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT ONE: Beginning at an elm on the bank of Muddy River near the mouth of a slough, corner to J.P. Milam; running thence with the meanders of the slough, S 77-3/4 W 30 poles to a black oak, corner to J.P. Milam; thence N 75 W 20-1/2 poles to a beech on the bank of Wolf Lick Creek, corner to said Milam; thence down said creek with its meanders N 3-1/2 E 36 poles; N 47 E 2-4/5 poles; S 66-1/2 E 12 poles; N 72 E 8 poles; N 27-1/2 E 6 poles; N 22-1/2 W 8-4/5 poles; N 58 W 20 poles; N 12-3/4 W 7-1/5 poles; N 64 E 12 poles; N 75-3/4 E 10-4/5 poles; N 28-1/4 E 10-3/5 poles to the mouth of the creek; thence up Muddy River with its meanders S 88 E 22 poles; S 48-3/4 E 9-1/3 poles; S 18 E 12 poles; S 18-1/2 W 14 poles; S 14 W 10 poles; S 10-3/4 W 13-2/3 poles; S 72-1/4 W 9-2/5 poles; S 21 W 7 poles; S 3 W 7-12 poles, S 24-1/2 E 4 poles; S 41-1/2 E 9-4/5 poles to the beginning, containing 23 acres.

TRACT TWO: Beginning at a rock on the bank of Muddy River, corner to Sam Brown; running thence down said river with its

(continues on following page)

TRACT THREE: Beginning at a rock the most northwesterly corner to Terry Gibbs tract; running thence N 12 W 9-2/5 poles to a sycamore; thence N 6 W 61-3/5 poles to a rock corner to Brown; thence N 65-3/4 W 59-9/10 poles to a sugar tree, corner to Brown; thence S 34-3/4 W 50 poles to a hickory corner to Milam; thence S25-1/2 W 29-1/2 poles to an ash on a bluff; thence with the meanders of said bluff in a general direction S 74 E 49-1/2 poles to a small black oak on bluff; thence N 82-1/2 E 33-3/5 poles to a sweet gum; thence S 62-1/2 E 28-1/2 poles to the beginning, containing 35 acres, more or less.

TRACT FOUR: A tract of land lying in Logan County, State of Kentucky, on the waters of Muddy River and Wolf Lick Creek and bound as follows: Beginning on a poplar; running thence N 25-1/2 E 19-15/100 chains to a hickory; thence N 15-3/4 W 19-15/100 chains to a horn-beam; thence N 11-3/4 W 7-50/100 chains to a black oak, on Muddy River; thence down said river with its meanders 47 chains to an elm at the north of a slough; thence with said slough 4-25/100 chains to a black oak; thence N 75 W 5-30/100 chains to a beech on the bank of Wolf Lick Creek; thence up said creek with its meanders 15-40/100 chains to a sycamore at the mouth of a slough; thence with said slough 23 chains to an Elm on the bank of Wolf Lick Creek; thence up said creek with its meanders 83-40/100 chains to the beginning, containing 200 acres more or less.

Being the same property conveyed to James Alan Milam, Trustee of the Milam Family Trust under agreement dated 3-7-2006 by Frances Milam by deed dated March 11, 2006 and of record in Deed Book 366, Page 363 in the Office of the Logan County Clerk.

For reference only, Parcel ID No. 046-00-00-009-00

EXHIBIT A-1

INITIAL LOCATION OF EASEMENT AREA

(attached)

EXHIBIT A-2
EXISTING ROADS AND LANES

(attached)

IN PROVIDING THIS SECONDARY SURVEY, AN ATTORNEY HAS BEEN
MADE TO OBTAIN FOR SHOW DATA CONCERNING EXISTING, BUT
DETAILED, CONVEYANCE CHARACTERISTICS OF ANY UTILITY
EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR
PUBLICLY OWNED.

THE PROFESSIONAL SURVEYOR HAS NOT AN INVESTIGATED
OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD.
UNDEVELOPED, RESTRICTIVE COVENANTS, OWNERSHIP
TITLE EXISTING, AND OTHER FACTS THAT AN ATTORNEY
AND A RECENT TITLE SEARCH MAY DEVELOP.

Copyright © 2005 Engineering. All rights reserved. No part of this drawing may be reproduced by any means, in any form, or by any information storage and retrieval system, without the prior written permission of the copyright owner. This drawing is the property of the copyright owner and is loaned to the user for their use only. It is not to be distributed, copied, or otherwise used without the prior written permission of the copyright owner. This drawing is the property of the copyright owner and is loaned to the user for their use only. It is not to be distributed, copied, or otherwise used without the prior written permission of the copyright owner.




Run No.	Time (h)	Temp (°C)	Pressure (atm)	Flow Rate (L/min)	Yield (%)
1	1.0	100	1.0	1.0	10
2	2.0	100	1.0	1.0	20
3	3.0	100	1.0	1.0	30
4	4.0	100	1.0	1.0	40
5	5.0	100	1.0	1.0	50
6	6.0	100	1.0	1.0	60
7	7.0	100	1.0	1.0	70
8	8.0	100	1.0	1.0	80
9	9.0	100	1.0	1.0	90
10	10.0	100	1.0	1.0	100

[illegible]

At all points and depths shown and as measured in the bearings and notes upon sheets relating to this well during the month of September, 1902.

SURVEYOR'S CERTIFICATE

Fred J. Valachi


DDI
Engineering

PROPERTY SURVEY
JAMIE BARNES
850 KLONDIKE MINE
BURNS, KY 4202

DATE	10/13/94	TIME	200
TIME			
DATE			
TIME			

04C222B

EXHIBIT B
EASEMENT AREA

Exhibit B

Title	RE: Lost City SR-LC-13
File name	SR-LC-13_Milam_Agreement_SIGNED__1_.pdf
Document ID	c74b392bd32df11e5e74d1959283899c65321718
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

03 / 24 / 2025

12:39:28 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

03 / 24 / 2025

19:02:24 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

03 / 24 / 2025

19:03:15 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

03 / 24 / 2025

19:03:15 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 24 day of March, 2025, by and between James Allen Milam, Trustee of the Milam Family Trust under agreement dated 3-7-2006 (“**Grantor**”) with an address at 14540 West Country Lane Drive, Wadsworth, Illinois 60083, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated March 24, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Milam Family Trust under agreement dated 3-7-2006

By: _____

Name: James Allen Milam

Title: Trustee

STATE OF IL)

) SS:

COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 10th of MARCH, 2025, by James Allen Milam, as Trustee of the Milam Family Trust under agreement dated 3-7-2006, on behalf of the Trust.

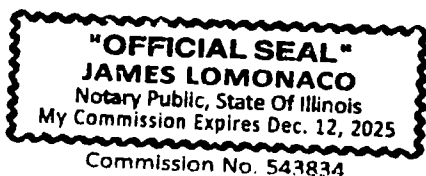
Signature: _____

Printed Name: JAMES LOMONACO

Title: NOTARY

ID # (if any): 543834

My Commission Expires: 12.12.25



Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) – Milam Trust]



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President

STATE OF Texas)
) SS:
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 24th day of March, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Document Notarized using a Live Audio-Video Connection



Signature: Brian Wright
Printed Name: Brittany Rene Copeland
Title: Texas Notary Public
ID # (if any): 133645929
My Commission Expires: March 15, 2026

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT ONE: Beginning at an elm on the bank of Muddy River near the mouth of a slough, corner to J.P. Milam; running thence with the meanders of the slough, S 77-3/4 W 30 poles to a black oak, corner to J.P. Milam; thence N 75 W 20-1/2 poles to a beech on the bank of Wolf Lick Creek, corner to said Milam; thence down said creek with its meanders N 3-1/2 E 36 poles; N 47 E 2-4/5 poles; S 66-1/2 E 12 poles; N 72 E 8 poles; N 27-1/2 E 6 poles; N 22-1/2 W 8-4/5 poles; N 58 W 20 poles; N 12-3/4 W 7-1/5 poles; N 64 E 12 poles; N 75-3/4 E 10-4/5 poles; N 28-1/4 E 10-3/5 poles to the mouth of the creek; thence up Muddy River with its meanders S 88 E 22 poles; S 48-3/4 E 9-1/3 poles; S 18 E 12 poles; S 18-1/2 W 14 poles; S 14 W 10 poles; S 10-3/4 W 13-2/3 poles; S 72-1/4 W 9-2/5 poles; S 21 W 7 poles; S 3 W 7-12 poles, S 24-1/2 E 4 poles; S 41-1/2 E 9-4/5 poles to the beginning, containing 23 acres.

TRACT TWO: Beginning at a rock on the bank of Muddy River, corner to Sam Brown; running thence down said river with its

(continues on following page)

Exhibit A to Memorandum of Transmission Easement Option Agreement



TRACT THREE: Beginning at a rock the most northwesterly corner to Terry Gibbs tract; running thence N 12 W 9-2/5 poles to a sycamore; thence N 6 W 61-3/5 poles to a rock corner to Brown; thence N 65-3/4 W 59-9/10 poles to a sugar tree, corner to Brown; thence S 34-3/4 W 50 poles to a hickory corner to Milam; thence S25-1/2 W 29-1/2 poles to an ash on a bluff; thence with the meanders of said bluff in a general direction S 74 E 49-1/2 poles to a small black oak on bluff; thence N 82-1/2 E 33-3/5 poles to a sweet gum; thence S 62-1/2 E 28-1/2 poles to the beginning, containing 35 acres, more or less.

TRACT FOUR: A tract of land lying in Logan County, State of Kentucky, on the waters of Muddy River and Wolf Lick Creek and bound as follows: Beginning on a poplar; running thence N 25-1/2 E 19-15/100 chains to a hickory; thence N 15-3/4 W 19-15/100 chains to a horn-beam; thence N 11-3/4 W 7-50/100 chains to a black oak, on Muddy River; thence down said river with its meanders 47 chains to an elm at the north of a slough; thence with said slough 4-25/100 chains to a black oak; thence N 75 W 5-30/100 chains to a beech on the bank of Wolf Lick Creek; thence up said creek with its meanders 15-40/100 chains to a sycamore at the mouth of a slough; thence with said slough 23 chains to an Elm on the bank of Wolf Lick Creek; thence up said creek with its meanders 83-40/100 chains to the beginning, containing 200 acres more or less.

Being the same property conveyed to James Alan Milam, Trustee of the Milam Family Trust under agreement dated 3-7-2006 by Frances Milam by deed dated March 11, 2006 and of record in Deed Book 366, Page 363 in the Office of the Logan County Clerk.

For reference only, Parcel ID No. 046-00-00-009-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 9th day of April, 2025 (“**Effective Date**”) between Daniel A. Miller and wife, Barbara Ann Miller (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option. [REDACTED]

(A) Option Term. [REDACTED]

(B) Use of Premises During Option Term. [REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("**Extended Option Payments**," and collectively with the Initial Option Payment the "**Option Payments**")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("**Easement Fee**"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] Grantee on the Premises ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED] of the same calendar year. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED] The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED] [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

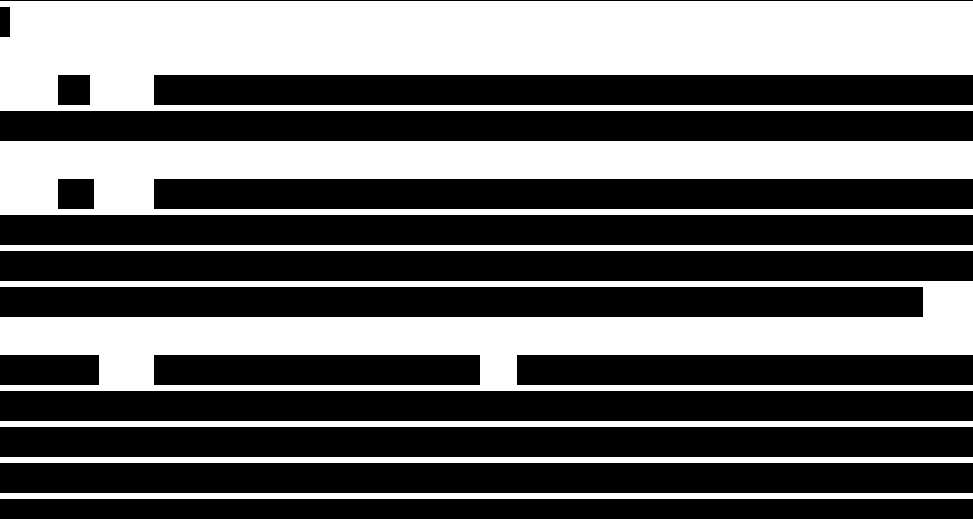
ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT



[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Daniel A. Miller & Barbara Ann Miller
82 Claybrook Lane
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) (“**Memorandum**”). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

X Daniel Miller
Daniel A. Miller

Dated: 3-17-25

f Barbara Ann Miller
Barbara Ann Miller

Dated: 3-17-25

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Daniel A. Miller and wife, Barbara Ann Miller]

IN WITNESS WHEREOF, the undersigned Life Tenants ("Life Tenants") have executed this Agreement for the purpose of ratifying and consenting to this Agreement as to their life estate and other interests of record in the Premises.

Adam Miller 3-17-25
Adam Miller

Deceased
Sadie Miller

Dated: 3-17-25

The undersigned have executed this Agreement for the limited purpose of ratifying and consenting to this Agreement as to their first option to purchase the Premises as set forth in a separate agreement.

Elizabeth Mae Mast
Elizabeth Mae Mast

Joe A. Miller
Joe A. Miller

Dated: 3/18/2025

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter steel reinforcing bar, eighteen inches in length with a plastic cap stamped "J. L. Harris – P. L. S. 3148". All bearings stated herein are referred to a G. P. S. observation dated August 8, 2019.

Beginning at a set iron pin at the Southeast right of way intersection of Mount Pleasant Road, approximately 15 feet from centerline and the W. F. Hart Road, approximately 15 feet from centerline; thence with the South right of way of the W. F. Hart Road S 83 degrees 44' 06" E 440.91 feet; thence S 82 degrees 45' 08" E 252.49 feet; thence S 84 degrees 28' 07" E 174.72 feet; thence S 79 degrees 14' 47" E 54.96 feet; thence S 60 degrees 27' 00" E 66.39 feet; thence S 50 degrees 37' 51" E 65.43 feet; thence S 60 degrees 01' 26" E 46.37 feet; thence turning left N 76 degrees 03' 53" E 10.69 feet to a set iron pin, corner to McReynolds Farm, LLC. (Deed Book 378, page 659); thence turning right leaving said right of way with the line of McReynolds Farm, LLC. S 44 degrees 16' 33" E 52.05 feet to a set iron pin; thence turning left N 54 degrees 28' 27" E 693.97 feet to a set iron pin in the South right of way of said W. F. Hart Road; thence turning right with said right of way S 58 degrees 36' 51" E 10.90 feet; thence S 34 degrees 40' 17" E 24.08 feet; thence S 15 degrees 50' 00" E 420.05 feet; thence S 19 degrees 52' 52" E 107.07 feet; thence S 31 degrees 13' 29" E 46.50 feet to a found iron pin (#2557), corner to Hutchison (Deed Book 407, page 385); thence turning right leaving said right of way with the line of Hutchison S 52 degrees 18' 22" W 532.50 feet to a 22 inch diameter Hickory stump with a set witness iron pin at its base; thence S 46 degrees 05' 12" W 39.50 feet to a found iron pin (#2557); thence turning right on a new division line N 53 degrees 49' 46" W 30.80 feet to a set iron pin; thence turning left S 23 degrees 29' 09" W 611.00 feet to a set iron pin; thence turning right N 85 degrees 13' 41" W 1275.07 feet to a set iron pin, corner to Mount Pleasant Cemetery (Deed Book 069, page 097); thence with the line of Mount Pleasant Cemetery N 85 degrees 13' 41" W 363.00 feet to a set iron pin in the East right of way of said Mount Pleasant Road; thence turning right with said right of way N 12 degrees 33' 20" E 190.34 feet; thence N 12 degrees 36' 01" E 91.66 feet; thence N 15 degrees 19' 31" E 99.34 feet; thence N 20 degrees 13' 41" E 102.17 feet; thence N 22 degrees 32' 49" E 130.83 feet; thence N 25 degrees 05' 19" E 212.14 feet; thence N 28 degrees 54' 41" E 439.86 feet to the point of beginning. Described parcel containing 50.20 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated August 08, 2019.

Being the same property conveyed to Daniel A. Miller and wife, Barbara Ann Miller by Samuel V. Byler and wife, Sadie Byler by Deed recorded November 25, 2019 at Book 455, Pages 260-263 in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 049-00-00-013-00

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 10th day of April, 2025, by and between Daniel A. Miller and wife, Barbara Ann Miller (“**Grantor**”) with an address at 82 Claybrook Lane, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated March 17, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

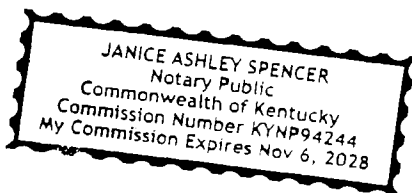
GRANTOR:

Daniel Miller
Daniel A. Miller

Barbara Ann Miller
Barbara Ann Miller

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

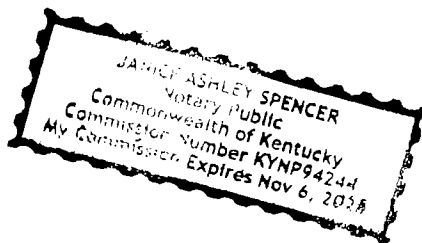
The foregoing instrument was acknowledged before me this 17th of March, 2025, by Daniel A. Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2028

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 17th of March, 2025, by Barbara Ann Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

(Lost City (KY) - Daniel A. Miller and wife, Barbara Ann Miller



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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: *Brian Wright*
Name: Brian Wright
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 10 of April, 2025, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: *Brittany Rene Copeland*
Printed Name: Brittany Rene Copeland
Title: a Texas Notary Public
ID # (if any): 133645929
My Commission Expires: March 15, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



IN WITNESS WHEREOF, the undersigned have executed this Memorandum for the purpose of ratifying and consenting to this Agreement as to their life estate and other interests of record in the Premises.

Adam Miller
Adam Miller

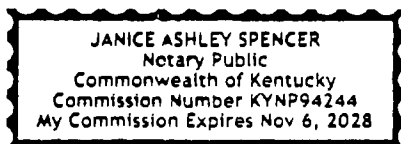
Sadie Miller
Sadie Miller

STATE OF Kentucky)

) SS:

COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 17th of March, 2025, by Adam Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 8, 2025

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Sadie Miller.

Signature: _____
Printed Name: _____
Title: _____
ID # (if any): _____
My Commission Expires: _____

Exhibit A to Memorandum of Transmission Easement Option Agreement



The undersigned have executed this memorandum for the limited purpose of ratifying and consenting to the Agreement as to their first option to purchase the Premises as set forth in a separate agreement.

Elizabeth Mae Mast
Elizabeth Mae Mast

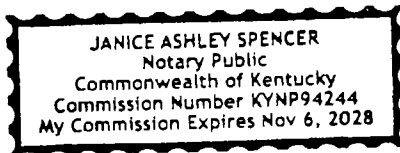
Joe A. Miller
Joe A. Miller

STATE OF Kentucky)

) SS:

COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 17th of March, 2025, by Elizabeth Mae Mast.



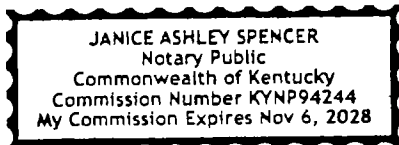
Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov. 6, 2028

STATE OF Kentucky)

) SS:

COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 15th of March, 2025, by Joe A. Miller.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: Nov 6, 2028

Exhibit A to Memorandum of Transmission Easement Option Agreement



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter steel reinforcing bar, eighteen inches in length with a plastic cap stamped "J. L. Harris – P. L. S. 3148". All bearings stated herein are referred to a G. P. S. observation dated August 8, 2019.

Beginning at a set iron pin at the Southeast right of way intersection of Mount Pleasant Road, approximately 15 feet from centerline and the W. F. Hart Road, approximately 15 feet from centerline; thence with the South right of way of the W. F. Hart Road S 83 degrees 44' 06" E 440.91 feet; thence S 82 degrees 45' 08" E 252.49 feet; thence S 84 degrees 28' 07" E 174.72 feet; thence S 79 degrees 14' 47" E 54.96 feet; thence S 60 degrees 27' 00" E 66.39 feet; thence S 50 degrees 37' 51" E 65.43 feet; thence S 60 degrees 01' 26" E 46.37 feet; thence turning left N 76 degrees 03' 53" E 10.69 feet to a set iron pin, corner to McReynolds Farm, LLC. (Deed Book 378, page 659); thence turning right leaving said right of way with the line of McReynolds Farm, LLC. S 44 degrees 16' 33" E 52.05 feet to a set iron pin; thence turning left N 54 degrees 28' 27" E 693.97 feet to a set iron pin in the South right of way of said W. F. Hart Road; thence turning right with said right of way S 58 degrees 36' 51" E 10.90 feet; thence S 34 degrees 40' 17" E 24.08 feet; thence S 15 degrees 50' 00" E 420.05 feet; thence S 19 degrees 52' 52" E 107.07 feet; thence S 31 degrees 13' 29" E 46.50 feet to a found iron pin (#2557), corner to Hutchison (Deed Book 407, page 385); thence turning right leaving said right of way with the line of Hutchison S 52 degrees 18' 22" W 532.50 feet to a 22 inch diameter Hickory stump with a set witness iron pin at its base; thence S 46 degrees 05' 12" W 39.50 feet to a found iron pin (#2557); thence turning right on a new division line N 53 degrees 49' 46" W 30.80 feet to a set iron pin; thence turning left S 23 degrees 29' 09" W 611.00 feet to a set iron pin; thence turning right N 85 degrees 13' 41" W 1275.07 feet to a set iron pin, corner to Mount Pleasant Cemetery (Deed Book 069, page 097); thence with the line of Mount Pleasant Cemetery N 85 degrees 13' 41" W 363.00 feet to a set iron pin in the East right of way of said Mount Pleasant Road; thence turning right with said right of way N 12 degrees 33' 20" E 190.34 feet; thence N 12 degrees 36' 01" E 91.66 feet; thence N 15 degrees 19' 31" E 99.34 feet; thence N 20 degrees 13' 41" E 102.17 feet; thence N 22 degrees 32' 49" E 130.83 feet; thence N 25 degrees 05' 19" E 212.14 feet; thence N 28 degrees 54' 41" E 439.86 feet to the point of beginning. Described parcel containing 50.20 acres as shown by survey performed by Jeffrey L. Harris, P. L. S. #3148 with Benchmark Land Surveying, dated August 08, 2019.

Being the same property conveyed to Daniel A. Miller and wife, Barbara Ann Miller by Samuel V. Byler and wife, Sadie Byler by Deed recorded November 25, 2019 at Book 455, Pages 260-263 in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 049-00-00-013-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 7th day of November, 2024 ("**Effective Date**") between Wayne Mullen and wife, June Mullen ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes, provided, however, that such poles shall be monopoles only and not lattice structures (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee. For avoidance of doubt, post-and-wire livestock fencing with a height no greater than 6 feet shall not be deemed to interfere with Grantee's Transmission Facilities.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) Grantee's failure to exercise the Option within the Option Term.
 - (a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.
- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

OR

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement

Section 3.3 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) on or before [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED].

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

[illegible]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Wayne Mullen & Jane Mullen
4209 Homer Road
Auburn, KY 42276

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

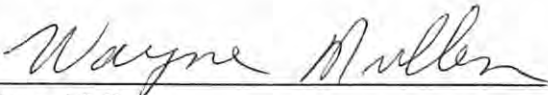
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:


Wayne Mullen


June Mullen

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Authorized Representative

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Mullen]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

TRACT I: Beginning at an iron pin set at a found bent rebar #3455 in the southwesterly right of way of Lost City Road (approximately 20 feet from centerline), a corner to the subject owners Wayne Mullen, Carroll McPherson, et al, as appears in Deed Book 336, page 313 (Tract 1), at a corner with the United State of America T.V.A. (Deed Book 331, page 604); thence along the lines of the subject owners with T. V. A. the following four calls: South 80 deg. 02 min. 47 sec. West a distance of 941.66 feet to an iron pin stamped TVA; thence North 09 deg. 57 min. 27 sec. West a distance of 75.05 feet to an iron pin stamped TVA; thence South 80 deg. 03 min. 00 sec. West a distance of 1079.94 feet to an iron pin stamped TVA; thence South 11 deg. 18 min. 06 sec. East a distance of 591.41 feet to an iron pin set; thence on new lines the following seventeen calls: North 87 deg. 35 min. 40 sec. West a distance of 245.51 feet to an iron pin; thence South 65 deg. 30 min. 35 sec. West a distance of 85.18 feet; thence North 66 deg. 38 min. 21 sec. West a distance of 119.63 feet to an iron pin set; thence North 27 deg. 06 min. 21 sec. West a distance of 92.58 feet to an iron pin set; thence North 30 deg. 04 min. 53 sec. East a distance of 206.16 feet to an iron pin set; thence North 77 deg. 39 min. 38 sec. East a distance of 142.19 feet to an iron pin set; thence North 14 deg. 27 min. 11 sec. East a distance of 189.45 feet to an iron pin set; thence North 08 deg. 43 min. 54 sec. East a distance of 360.05 feet to an iron pin set; thence North 43 deg. 53 min. 28 sec. East a distance of 224.63 feet to

(continues on following page)

an iron pin set; thence North 15 deg. 23 min. 23 sec. East a distance of 411.61 feet to an iron pin set; thence North 70 deg. 07 min. 24 sec. East a distance of 56.06 feet to an iron pin set; thence North 05 deg. 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 70 deg. 21 min. 51 sec. East a distance of 377.82 feet to an iron pin set; thence South 34 deg. 29 min. 06 sec. East a distance of 416.67 feet to an iron pin set; thence North 68 deg. 30 min. 58 sec. East a distance of 241.05 feet to an iron pin set; thence North 00 deg. 57 min. 14 sec. West a distance of 519.65 feet to an iron pin set; thence North 47 deg. 16 min. 44 sec. East a distance of 330.83 feet to an iron pin set in the southwesterly right of way of Lost City Road; thence along the meanders of the southwesterly right of way of Lost City Road the following twenty-three calls: South 87 deg. 21 min. 16 sec. East a distance of 28.74 feet; thence North 85 deg. 51 min. 27 sec. East a distance of 83.75 feet; thence North 85 deg. 11 min. 53 sec. East a distance of 121.48 feet; thence North 87 deg. 01 min. 14 sec. East a distance of 69.65 feet; thence South 88 deg. 14 min. 38 sec. East a distance of 51.65 feet; thence South 81 deg. 16 min. 44 sec. East a distance of 45.80 feet; thence South 74 deg. 19 min. 38 sec. East a distance of 40.43 feet; thence South 64 deg. 37 min. 58 sec. East a distance of 51.21 feet; thence South 56 deg. 26 min. 33 sec. East a distance of 54.86 feet to a witness iron pin set; thence South 53 deg. 44 min. 22 sec. East a distance of 205.96 feet; thence South 52 deg. 58 min. 12 sec. East a distance of 259.93 feet; thence South 51 deg. 27 min. 47 sec. East a distance of 72.78 feet; thence South 39 deg. 22 min. 19 sec. East a distance of 51.75 feet; thence South 23 deg. 08 min. 05 sec. East a distance of 33.29 feet; thence South 10 deg. 16 min. 23 sec. East a distance of 25.99 feet; thence South 07 deg. 07 min. 36 sec. West a distance of 37.53 feet to a witness iron pin set; thence South 21 deg. 22 min. 44 sec. West a distance of 54.54 feet; thence South 26 deg. 30 min. 17 sec. West a distance of 98.90 feet; thence South 27 deg. 47 min. 22 sec. West a distance of 203.85 feet; thence South 26 deg. 04 min. 01 sec. West a distance of 126.56 feet; thence South 25 deg. 50 min. 08 sec. West a distance of 111.66 feet; thence South 24 deg. 57 min. 50 sec. West a distance of 128.17 feet; thence South 23 deg. 19 min. 17 sec. West a distance of 116.77 feet to the point of beginning, containing 53.37 acres more or less based upon an actual field survey performed by Gary Lee Dunning, Ky. Reg. Land Surveyor #3290 in January of 2005.

Being part of the same property conveyed to Wayne Mullen and wife, June Mullen, and Carroll McPherson and wife, Martine McPherson, by deed dated August 28, 2001, from Claudette Milam, et ux, et al, as recorded in Deed Book 336, page 313, in the office of the Clerk of the Logan County Court.

For reference only, Parcel ID No. 049-00-00-020-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 – Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 7th day of November, 2024, by and between Wayne Mullen and wife, June Mullen (“**Grantor**”) with an address at 4209 Homer Road, Auburn, Kentucky 42276 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated 7th November 2024 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of monopole towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Wayne Mullen
Wayne Mullen

June Mullen
June Mullen

STATE OF Kentucky)
COUNTY OF Ligon) SS:

The foregoing instrument was acknowledged before me this Oct. of 26th, 2024, by Wayne Mullen.

Signature: Shindana Amos
Printed Name: SHINDANA AMOS
Title: Notary Official
ID # (if any): 46100
My Commission Expires: March 1, 2026

STATE OF Kentucky)
COUNTY OF Ligon) SS:

The foregoing instrument was acknowledged before me this Oct of 26th, 2024 by June Mullen.

Signature: Shindana Amos
Printed Name: SHINDANA AMOS
Title: Notary official
ID # (if any): 46100
My Commission Expires: March 1, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Mullen]



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

GRANTEE:

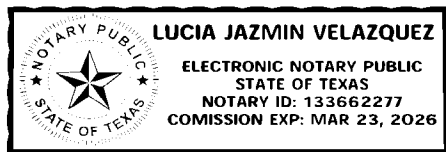
Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice president Lost City Renewables

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 07 of November, 2024, by Brian Wright, the Vice president of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Lucia Jazmin Velazquez
Printed Name: Lucia Jazmin Velazquez
Title: Lucia Jazmin Velazquez, a Texas State Notary Public
ID # (if any): _____
My Commission Expires: March 23, 2026
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

TRACT I: Beginning at an iron pin set at a found bent rebar #3455 in the southwesterly right of way of Lost City Road (approximately 20 feet from centerline), a corner to the subject owners Wayne Mullen, Carroll McPherson, et al, as appears in Deed Book 336, page 313 (Tract 1), at a corner with the United State of America T.V.A. (Deed Book 331, page 604); thence along the lines of the subject owners with T. V. A. the following four calls: South 80 deg. 02 min. 47 sec. West a distance of 941.66 feet to an iron pin stamped TVA; thence North 09 deg. 57 min. 27 sec. West a distance of 75.05 feet to an iron pin stamped TVA; thence South 80 deg. 03 min. 00 sec. West a distance of 1079.94 feet to an iron pin stamped TVA; thence South 11 deg. 18 min. 06 sec. East a distance of 591.41 feet to an iron pin set; thence on new lines the following seventeen calls: North 87 deg. 35 min. 40 sec. West a distance of 245.51 feet to an iron pin; thence South 65 deg. 30 min. 35 sec. West a distance of 85.18 feet; thence North 66 deg. 38 min. 21 sec. West a distance of 119.63 feet to an iron pin set; thence North 27 deg. 06 min. 21 sec. West a distance of 92.58 feet to an iron pin set; thence North 30 deg. 04 min. 53 sec. East a distance of 206.16 feet to an iron pin set; thence North 77 deg. 39 min. 38 sec. East a distance of 142.19 feet to an iron pin set; thence North 14 deg. 27 min. 11 sec. East a distance of 189.45 feet to an iron pin set; thence North 08 deg. 43 min. 54 sec. East a distance of 360.05 feet to an iron pin set; thence North 43 deg. 53 min. 28 sec. East a distance of 224.63 feet to

(continues on following page)

Exhibit A to Memorandum of Transmission Easement Option Agreement



an iron pin set; thence North 15 deg. 23 min. 23 sec. East a distance of 411.61 feet to an iron pin set; thence North 70 deg. 07 min. 24 sec. East a distance of 56.06 feet to an iron pin set; thence North 05 deg. 29 min. 21 sec. East a distance of 76.77 feet to an iron pin set; thence North 70 deg. 21 min. 51 sec. East a distance of 377.82 feet to an iron pin set; thence South 34 deg. 29 min. 06 sec. East a distance of 416.67 feet to an iron pin set; thence North 68 deg. 30 min. 58 sec. East a distance of 241.05 feet to an iron pin set; thence North 00 deg. 57 min. 14 sec. West a distance of 519.65 feet to an iron pin set; thence North 47 deg. 16 min. 44 sec. East a distance of 330.83 feet to an iron pin set in the southwesterly right of way of Lost City Road; thence along the meanders of the southwesterly right of way of Lost City Road the following twenty-three calls: South 87 deg. 21 min. 16 sec. East a distance of 28.74 feet; thence North 85 deg. 51 min. 27 sec. East a distance of 83.75 feet; thence North 85 deg. 11 min. 53 sec. East a distance of 121.48 feet; thence North 87 deg. 01 min. 14 sec. East a distance of 69.65 feet; thence South 88 deg. 14 min. 38 sec. East a distance of 51.65 feet; thence South 81 deg. 16 min. 44 sec. East a distance of 45.80 feet; thence South 74 deg. 19 min. 38 sec. East a distance of 40.43 feet; thence South 64 deg. 37 min. 58 sec. East a distance of 51.21 feet; thence South 56 deg. 26 min. 33 sec. East a distance of 54.86 feet to a witness iron pin set; thence South 53 deg. 44 min. 22 sec. East a distance of 205.96 feet; thence South 52 deg. 58 min. 12 sec. East a distance of 259.93 feet; thence South 51 deg. 27 min. 47 sec. East a distance of 72.78 feet; thence South 39 deg. 22 min. 19 sec. East a distance of 51.75 feet; thence South 23 deg. 08 min. 05 sec. East a distance of 33.29 feet; thence South 10 deg. 16 min. 23 sec. East a distance of 25.99 feet; thence South 07 deg. 07 min. 36 sec. West a distance of 37.53 feet to a witness iron pin set; thence South 21 deg. 22 min. 44 sec. West a distance of 54.54 feet; thence South 26 deg. 30 sec. 17 sec. West a distance of 98.90 feet; thence South 27 deg. 47 min. 22 sec. West a distance of 203.85 feet; thence South 26 deg. 04 min. 01 sec. West a distance of 126.56 feet; thence South 25 deg. 50 min. 08 sec. West a distance of 111.66 feet; thence South 24 deg. 57 min. 50 sec. West a distance of 128.17 feet; thence South 23 deg. 19 min. 17 sec. West a distance of 116.77 feet to the point of beginning, containing 53.37 acres more or less based upon an actual field survey performed by Gary Lee Dunning, Ky. Reg. Land Surveyor #3290 in January of 2005.

Being part of the same property conveyed to Wayne Mullen and wife, June Mullen, and Carroll McPherson and wife, Martine McPherson, by deed dated August 28, 2001, from Claudette Milam, et ux, et al, as recorded in Deed Book 336, page 313, in the office of the Clerk of the Logan County Court.

For reference only, Parcel ID No. 049-00-00-020-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



EXHIBIT B
Easement Area

[To be provided]

DOCUMENT NO: 322795
RECORDED: 11/12/2024 11:18:18 AM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$52.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: Sherry R. Whitney
COUNTY: MUHLENBERG COUNTY
BOOK: D610 PAGES: 1067-1073

Exhibit B to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 26 day of February, 2025 (“**Effective Date**”) between Scott Owens (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Muhlenberg County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

Article 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

Article 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) Grantee's failure to exercise the Option within the Option Term.
 - (a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.
- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

Article 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement

Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED]. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year.

Section 3.4 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

Article 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

Article 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this

Agreement and any forfeiture of any of Grantee's rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or

any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

Article 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the

Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Scott Owens

Dated: Jan 25/2025_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP

EXHIBIT A
DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

Beginning at a steel post running thence S 15° 54' W 3731.74 ft. to a steel post; thence N 73° 40' W 1087.40 ft. to a steel post; thence N 6° 10' E 822.37 ft. to a stake in old fence line; thence N 21 ° 13' E 229.85 ft. to a stake in old fence line; thence N 47° 01' E 228.28 ft. to a stake in old fence line; thence N 4° 06' E. 2302.92 ft. to a steel post in old fence line; thence N 20° 21' E 385.82 ft. to a steel post; thence S 68° 29' E 1535.70 ft. to the beginning.

The foregoing description has been prepared by H. C. Mooningham, Registered Land Surveyor; map of subject property prepared by said H. C. Mooningham, dated March 18, 1977, is of record in the office of the Clerk of the Muhlenberg County Court in Deed Book 322, Page 599, and is incorporated herein by reference for all purposes, and this being Tract #1 as shown on said map.

For reference only, Parcel ID No. 236-00-00-014.000

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 26 day of February, 2025, by and between Scott Owens (“**Grantor**”) with an address at 2952 County Road 1130, Arlington, Kentucky 42021, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated February 26, 2025 (“**Effective Date**”), affecting the real property in Muhlenberg County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

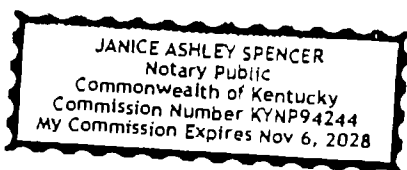
GRANTOR:



Scott Owens

STATE OF Kentucky,)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this 27th of January, 2025, by Scott Owens.



Signature: Janice Ashley Spencer
Printed Name: Janice Ashley Spencer
Title: Notary
ID # (if any): KYNP94244
My Commission Expires: November 6, 2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Scott Owens]



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

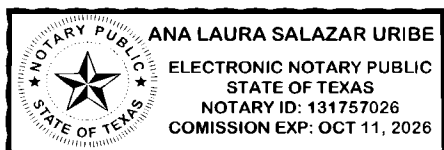
GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 26 of February, 2025, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Ana Laura Salazar Uribe, a Texas State Notary Public
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Muhlenberg County, Kentucky and more particularly described as:

Beginning at a steel post running thence S 15° 54' W 3731.74 ft. to a steel post; thence N 73° 40' W 1087.40 ft. to a steel post; thence N 6° 10' E 822.37 ft. to a stake in old fence line; thence N 21 ° 13' E 229.85 ft. to a stake in old fence line; thence N 47° 01' E 228.28 ft. to a stake in old fence line; thence N 4° 06' E. 2302.92 ft. to a steel post in old fence line; thence N 20° 21' E 385.82 ft. to a steel post; thence S 68° 29' E 1535.70 ft. to the beginning.

The foregoing description has been prepared by H. C. Mooningham, Registered Land Surveyor; map of subject property prepared by said H. C. Mooningham, dated March 18, 1977, is of record in the office of the Clerk of the Muhlenberg County Court in Deed Book 322, Page 599, and is incorporated herein by reference for all purposes, and this being Tract #1 as shown on said map.

For reference only, Parcel ID No. 236-00-00-014.000

Exhibit A – Legal Description of Premises



EXHIBIT B

Easement Area

[To be provided]

DOCUMENT NO: 325797
RECORDED: 2/27/2025 3:35:27 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$53.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: Sherry R. Whitney
COUNTY: MUHLENBERG COUNTY
BOOK: D611 PAGES: 1046-1051

Exhibit B to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 10th day of October, 2024 ("**Effective Date**") between Lloyd R. Stokes and wife, Lisa A. Stokes ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom (but not anchored to the ground) for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that no towers or poles shall use wires or guy wires. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments"). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and [REDACTED]. Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) on or before _____, then within [REDACTED] after the Effective Date Grantee shall pay to Grantor [REDACTED].

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment

or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Lloyd & Lisa Stokes
1891 Iron Mountain Rd
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
Attn: Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and

effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the

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

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:


Lloyd R. Stokes


Lisa A. Stokes

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Stokes]

EXHIBIT A
DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

PARCEL ONE:

TRACT #1: Beginning at a red oak the SW corner of the old original Daniel tract; thence with the west line N 29 E 117 poles to a rock in said line; thence S 60 E 82 poles to a white oak; thence S 29 W 117 poles to a small beech and paw paw in the south boundary line of the original survey; thence with it N 60 W 82 poles to the beginning, containing 60 acres.

TRACT#2: Beginning at two white oaks the SW corner of a tract of 60 acres deeded to Walton G. Newman by the Logan Circuit Court; thence S 60 E 27-1/3 poles to a rock; thence S 29 W 101 poles to a stake; thence N 60 E 27-1/3 poles to a small beech and paw paw; thence N 29 E 101 poles to the beginning, containing 20 acres.

There is excepted from the above described property 12.23 acres conveyed to Lloyd R. Stokes and wife, Charlotte L. Stokes, by deed dated May 5, 1989, and recorded in Deed Book 263, page 107, in the office of the Logan County Clerk.

PARCEL TWO:

On the water of Allum Lick Creek in Logan County, Kentucky, and bounded as follows:

Beginning on a stake in the center of said creek and in the line of Lester Moore; thence up the said creek center S 11 E 40 poles; S 14 E 72 poles to said second parties line; thence with his line N 31 W 110-2/5 poles to a stone corner to Lehman; thence with his line N 71 W 95 poles to a stone in said Moores line; thence with same S 31 W 6-1/3 poles to the beginning, containing 29 acres, more or less. The third and fourth calls here were taken from old Deed.

Being the same property conveyed to Marilyn L. Laney, widow, and Charlotte D. Wilkes by deed dated April 21, 2006, from Margaret T. Lehman, widow, as recorded in Deed Book 367, page 116, in the office of the Clerk of the Logan County Court.

TRACT TWO: Beginning in the center of said Alum Creek where it is crossed by R. H. Sands' line; thence down the creek with its meanders North 6 West 128 $\frac{2}{6}$ poles to a rock in the center of said creek corner to Chapman; thence South 56 East 75 poles to a point where Chapman's and R. H. Sands' lines intersect; thence South 31 West 100 $\frac{1}{2}$ poles to the beginning, containing half of said creek and 23 $\frac{1}{2}$ acres more or less:

For reference only, Parcel(s) ID No. 047-00-00-019-00 & 048-00-00-003-01

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA

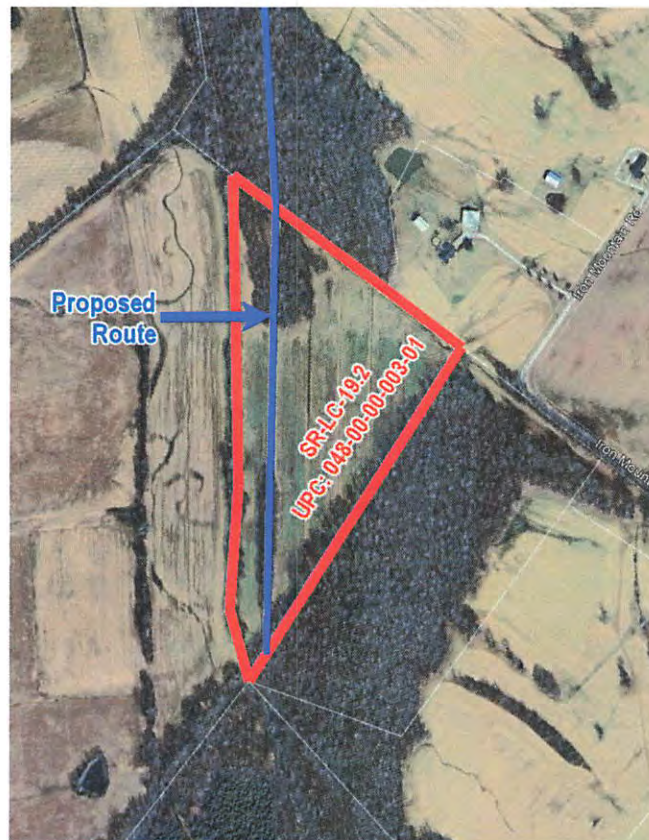
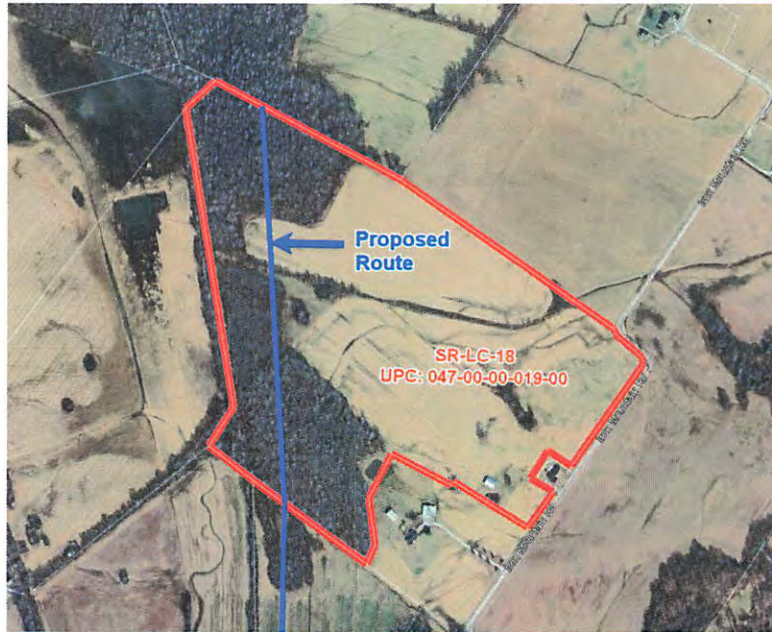


Exhibit B

After recording, return to:
SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT (“**Memorandum**”) is made as of the 11 day of October, 2024, by and between Lloyd R. Stokes and wife, Lisa A. Stokes (“**Grantor**”) with an address at 1891 Iron Mountain Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated October 10, 2024 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”)” provided that such tower or poles shall not utilize anchoring wires or guy wires along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

PARCEL ONE:

TRACT #1: Beginning at a red oak the SW corner of the old original Daniel tract; thence with the west line N 29 E 117 poles to a rock in said line; thence S 60 E 82 poles to a white oak; thence S 29 W 117 poles to a small beech and paw paw in the south boundary line of the original survey; thence with it N 60 W 82 poles to the beginning, containing 60 acres.

TRACT#2: Beginning at two white oaks the SW corner of a tract of 60 acres deeded to Walton G. Newman by the Logan Circuit Court; thence S 60 E 27-1/3 poles to a rock; thence S 29 W 101 poles to a stake; thence N 60 E 27-1/3 poles to a small beech and paw paw; thence N 29 E 101 poles to the beginning, containing 20 acres.

There is excepted from the above described property 12.23 acres conveyed to Lloyd R. Stokes and wife, Charlotte L. Stokes, by deed dated May 5, 1989, and recorded in Deed Book 263, page 107, in the office of the Logan County Clerk.

PARCEL TWO:

On the water of Allum Lick Creek in Logan County, Kentucky, and bounded as follows:

Beginning on a stake in the center of said creek and in the line of Lester Moore; thence up the said creek center S 11 E 40 poles; S 14 E 72 poles to said second parties line; thence with his line N 31 W 110-2/5 poles to a stone corner to Lehman; thence with his line N 71 W 95 poles to a stone in said Moores line; thence with same S 31 W 6-1/3 poles to the beginning, containing 29 acres, more or less. The third and fourth calls here were taken from old Deed.

Being the same property conveyed to Marilyn L. Laney, widow, and Charlotte D. Wilkes by deed dated April 21, 2006, from Margaret T. Lehman, widow, as recorded in Deed Book 367, page 116, in the office of the Clerk of the Logan County Court.

TRACT TWO: Beginning in the center of said Alum Creek where it is crossed by R. H. Sands' line; thence down the creek with its meanders North 6 West 128 2/6 poles to a rock in the center of said creek corner to Chapman; thence South 56 East 75 poles to a point where Chapman's and R. H. Sands' lines

intersect; thence South 31 West 100 1/2 poles to the beginning, containing half of said creek and 23 1/2 acres more or less:

For reference only, Parcel(s) ID No. 047-00-00-019-00 & 048-00-00-003-01

Exhibit A to Memorandum of Transmission Easement Option Agreement



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

GRANTOR:

Lloyd R. Stokes
Lloyd R. Stokes

Lisa A. Stokes
Lisa A. Stokes

STATE OF Kentucky)
COUNTY OF Warren) SS:

The foregoing instrument was acknowledged before me this 18 of Sept., 2024, by Lloyd R. Stokes.

Signature: Jennifer M Young
Printed Name: Jennifer M Young
Title: Notary Public
ID # (if any): KYNP 8826
My Commission Expires: 06/30/28

JENNIFER M. YOUNG
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
COMM. #KYNP8826
MY COMMISSION EXPIRES JUNE 30, 2028

STATE OF Kentucky)
COUNTY OF Warren) SS:

The foregoing instrument was acknowledged before me this 18 of Sept., 2024, by Lisa A. Stokes.

Signature: Jennifer M Young
Printed Name: Jennifer M Young
Title: Notary Public
ID # (if any): KYNP 8826
My Commission Expires: 06/30/28

JENNIFER M. YOUNG
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
COMM. #KYNP8826
MY COMMISSION EXPIRES JUNE 30, 2028

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Last City (KY) - Stokes]



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

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables LLC

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 11 of October, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Document Notarized using a Live Audio-Video Connection



Signature: Brian Wright
Printed Name: Brian Wright
Title: a Texas Notary Public
ID # (if any): _____
My Commission Expires: March 15, 2026

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan

DOCUMENT NO: 244378
RECORDED: 10/17/2024 10:43:17 AM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$53.00
COUNTY CLERK: STACY WATKINS
DEPUTY CLERK: DONNA ALSUP
COUNTY: LOGAN COUNTY
BOOK: D494 PAGES: 567-572



Transmission Easement Option Agreement

This Transmission Easement Option Agreement (“**Agreement**”) is made as of this 29th day of July, 2024 (“**Effective Date**”) between Gary Dale Thomas (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

Article 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

Article 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

Article 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments"). The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED]

[REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

[REDACTED]

Article 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

Article 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Gary Dale Thomas
311 Lost City Spur Rd
Russellville, KY 42276

If to Grantee:

Lost City Renewables LLC
Attn: Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this

Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

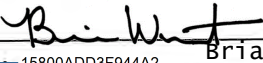


Gary Dale Thomas

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

DocuSigned by:
By: 
Name: 15800ADD3F944A2... Brian Wright
Title: VP Lost City Renewables LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Thomas, Gary]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

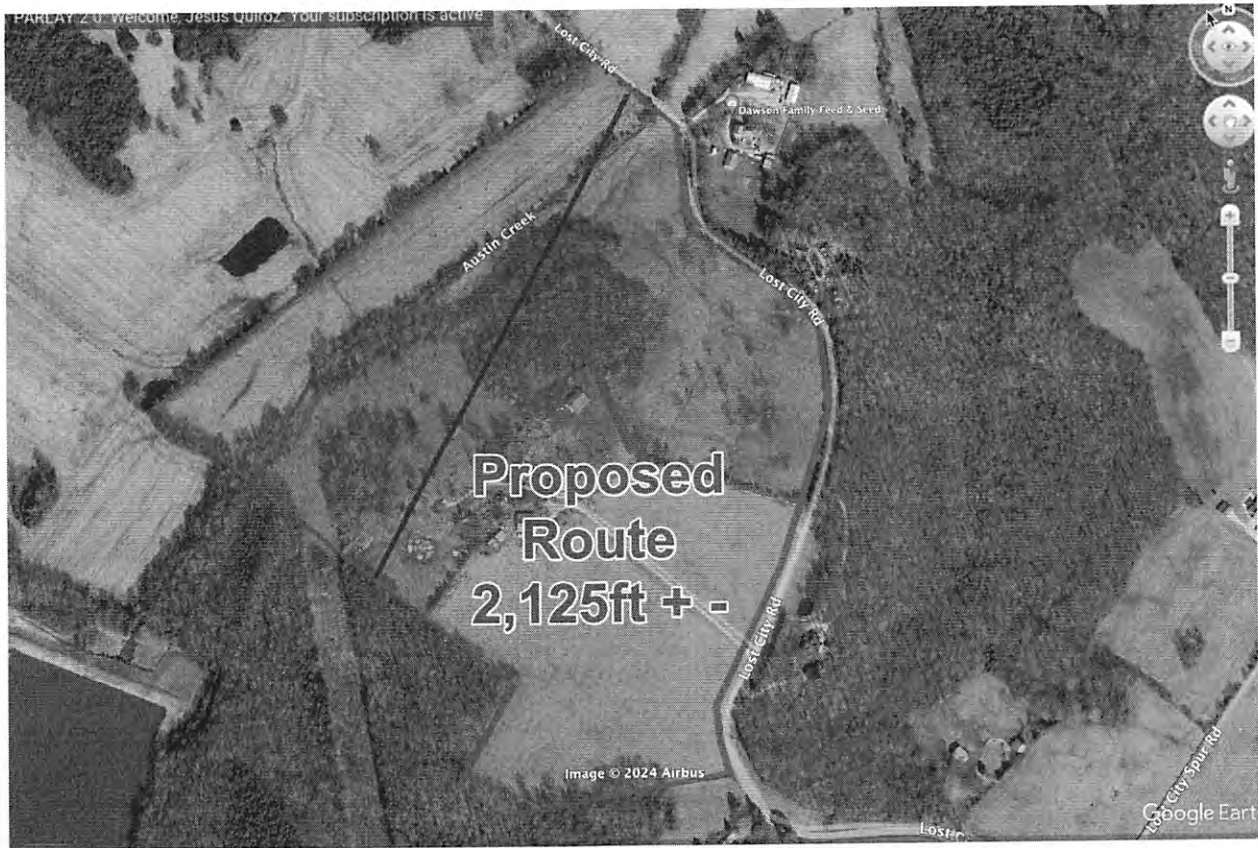
TRACT ONE: Beginning at a rock corner to Charles Hill at crook of road, a new corner this day made between the parties hereto and running thence with the said new division line S 60 W 124 poles to a rock in original line; thence S 56 E 79-4/5 poles to two oak stumps; thence S 29½ W 32 poles to a stake with pointers, corner to O'Dell; thence N 77¼ E 89 poles to a stake at an elm, corner to Mullen; thence N 31½ E 96 poles to a rock in old line where sugar tree is called for; thence with old Slaughter line N 56 W 77 poles

to where a walnut and sugar tree are called for; thence S 32½ W 16 poles to sugar tree at road; thence N 56 W 17 poles to the beginning, containing 83 acres more or less.

For reference only, Parcel ID No. 049-00-00-019-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the 01 day of August, 2024, by and between Gary Dale Thomas ("**Grantor**") with an address at 311 Lost City Spur Road, Russellville, Kentucky 42276, and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. **Easement.** Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated August 1, 2024 ("**Effective Date**"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes ("**Transmission Facilities**") along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. **Term.** The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.



3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

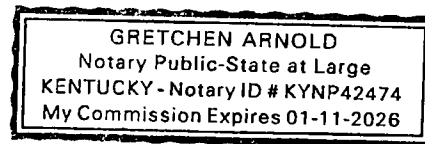
OWNER:

Gary Dale Thomas
Gary Dale Thomas

STATE OF Kentucky)
) SS:
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 10th of July, 2024, by Gary Dale Thomas.

Signature: Gretchen Arnold
Printed Name: Gretchen Arnold
Title: Notary
ID # (if any): KYNP42474
My Commission Expires: 01-11-2026



Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Thomas, Gary]



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

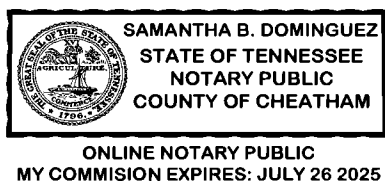
GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: Vice President Lost City Renewables

STATE OF Tennessee)
COUNTY OF Cheatham) SS:

The foregoing instrument was acknowledged before me this 01 of August, 2024, by Brian Wright, the Vice President of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Samantha B. Dominguez
Printed Name: Samantha B Dominguez
Title: Tennessee Notary Public
ID # (if any): 0
My Commission Expires: July 26, 2025
Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Y Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT ONE: Beginning at a rock corner to Charles Hill at crook of road, a new corner this day made between the parties hereto and running thence with the said new division line S 60 W 124 poles to a rock in original line; thence S 56 E 79-4/5 poles to two oak stumps; thence S 29½ W 32 poles to a stake with pointers, corner to O'Dell; thence N 77½ E 89 poles to a stake at an elm, corner to Mullen; thence N 31½ E 96 poles to a rock in old line where sugar tree is called for; thence with old Slaughter line N 56 W 77 poles

to where a walnut and sugar tree are called for; thence S 32½ W 16 poles to sugar tree at road; thence N 56 W 17 poles to the beginning, containing 83 acres more or less.

For reference only, Parcel ID No. 049-00-00-019-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 18 day of November, 2024 ("**Effective Date**") between Joey Keith White (a/k/a Joey K. White) and wife Sherri Lynn White (a/k/a Sherri H. White) ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

[REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom (but not anchored to the ground) for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that no towers or poles shall use wires or guy wires. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor a [REDACTED] Extended Option Term ("**Extended Option Payments**," and collectively with the Initial Option Payment the "**Option Payments**")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor a one-time payment in an amount equal to [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("**Easement Fee**"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("**COD**"), Grantee shall pay to Grantor an [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and

[REDACTED] Each successive Annual Payment shall be due within [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED] The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) [REDACTED], then within [REDACTED] after the Effective Date Grantee shall pay to Grantor a one-time payment of [REDACTED]

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

SW
5
BMW

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees,

upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Joey K. White & Sherri L
White
1898 Quality Road
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart
Wood
412 West 15th Street, 15th
Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through

Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and

Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

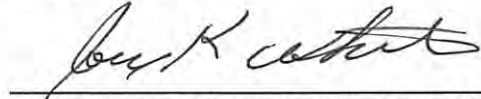
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

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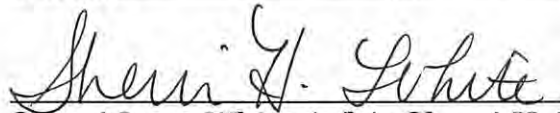
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Joey Keith White (a/k/a Joey K. White)

Dated: 11-11-2024



Sherri Lynn White (a/k/a Sherri H. White)

Dated: 11-11-2024

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) – Joey Keith White and Sherri Lynn White]

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a rock in center of Rochester road corner to Zell Phillips, thence S 35 W 91 poles and 9 links to a rock in center of Rochester and Russellville road, corner to Ian Ray, thence east 51 S 81 poles and 17 links to V. H. Stewart and Ian Ray corner, thence S $33\frac{1}{4}$ E $100-4/5$ poles to a white oak, corner to V. H. Stewart, thence N $42\frac{1}{4}$ E $100\frac{1}{2}$ poles to a post corner to said Stewart, in Hocker's line, thence N $57\frac{1}{4}$ W $45-1/5$ poles to a walnut, corner to said Hocker, thence N 32 E $34-1/6$ poles to a post, corner to said Hocker, thence N 54 W $46-2/3$ poles to a stake near a hackberry corner to same and Phillips, thence N 58 W 102 poles and 3 links with Phillips line to beginning, containing 110 acres more or less.

Excepting however, the following described property conveyed by R.V. Ward and wife to Z. Phillips by undated deed (Notarized November 28, 1935) recorded in the office of the Clerk of the Logan County Court in Deed Book 145, P. 546:

Beginning at a rock in center of Old Lewisburg and Quality road thence about West with said road 400 feet to a rock, thence north E with new road 461 feet to rock on North side of Lewisburg & Quality road (new) thence North west 100 feet to beginning containing $\frac{1}{2}$ acre more or less.

Excepting also the property conveyed by R.V. Ward and wife to the Commonwealth of Kentucky, State Highway Commission by Deed recorded in the office of the Clerk of the Logan County Court in Highway Deed Book 2, Page 334.

For reference only, Parcel ID No. 048-00-00-016-00

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



Exhibit A-1 - Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

**MEMORANDUM OF TRANSMISSION EASEMENT OPTION
AGREEMENT**

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the 9 day of December, 2024, by and between Joey Keith White (a/k/a Joey K. White) and wife Sherri Lynn White (a/k/a Sherri H. White) ("**Grantor**") with an address at 1898 Quality Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated November 18, 2024 ("**Effective Date**"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes ("**Transmission Facilities**"), provided that such tower or poles shall not



utilize anchoring wires or guy wires, along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

GRANTOR:

Joey K White
Joey Keith White (a/k/a Joey K. White)

Sherri L White
Sherri Lynn White (a/k/a Sherri H. White)

STATE OF Kentucky)
COUNTY OF Logan) SS:

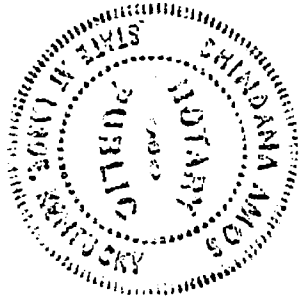
The foregoing instrument was acknowledged before me this Nov. 11th of 2024, 2024, by Joey Keith White (a/k/a Joey K. White).



Signature: Shindana Amos
Printed Name: Shindana Amos
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this Nov. 11th of 2024, 2024, by Sherri Lynn White (a/k/a Sherri H. White).



Signature: Shindana Amos
Printed Name: Shindana Amos
Title: Official Notary
ID # (if any): # 46100
My Commission Expires: March 1, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Joey Keith White and Sherri Lynn White]

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

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City Renewables, LLC

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 09 of December, 2024, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Texas Notary
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A**DESCRIPTION OF PREMISES**

That certain real property in Logan County, Kentucky and more particularly described as:

Beginning at a rock in center of Rochester road corner to Zell Phillips, thence S 35 W 91 poles and 9 links to a rock in center of Rochester and Russellville road, corner to Lan Ray, thence east 51 S 81 poles and 17 links to V. H. Stewart and Lan Ray corner, thence S 33 $\frac{1}{4}$ E 100-4/5 poles to a white oak, corner to V. H. Stewart, thence N 42 $\frac{1}{2}$ E 100 $\frac{1}{2}$ poles to a post corner to said Stewart, in Hocker's line, thence N 57 $\frac{1}{4}$ W 45-1/5 poles to a walnut, corner to said Hocker, thence N 32 E 34-1/6 poles to a post, corner to said Hocker, thence N 54 W 46-2/3 poles to a stake near a hackberry corner to same and Phillips, thence N 58 W 102 poles and 3 links with Phillips line to beginning, containing 110 acres more or less.

Excepting however, the following described property conveyed by R.V. Ward and wife to Z. Phillips by undated deed (Notarized November 28, 1935) recorded in the office of the Clerk of the Logan County Court in Deed Book 145, P. 546:

Beginning at a rock in center of Old Lewisburg and Quality road thence about West with said road 400 feet to a rock, thence north E with new road 451 feet to rock on North side of Lewisburg & Quality road (new) thence North west 100 feet to beginning containing $\frac{1}{2}$ acre more or less.

Excepting also the property conveyed by R.V. Ward and wife to the Commonwealth of Kentucky, State Highway Commission by Deed recorded in the office of the Clerk of the Logan County Court in Highway Deed Book 2, Page 334.

For reference only, Parcel ID No. 048-00-00-016-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 18 day of November, 2024 ("**Effective Date**") between Joey K. White (a/k/a Joey Keith White) ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

[REDACTED]

(C) Exercise of Option. [REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom (but not anchored to the ground) for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that no towers or poles shall use wires or guy wires. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor a [REDACTED] Extended Option Term ("**Extended Option Payments**," and collectively with the Initial Option Payment the "**Option Payments**")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor a one-time payment [REDACTED]

[REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("**Easement Fee**"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("**COD**"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within [REDACTED] following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees,

upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Joey K. White
1898 Quality Road
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart
Wood
412 West 15th Street, 15th
Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through

Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and

Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

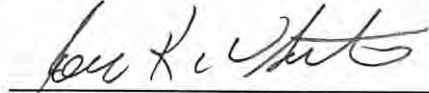
Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:



Joey K. White (a/k/a Joey Keith White)

Dated: 11-11-2024

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright

Name: Brian Wright

Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Joey K. White]

EXHIBIT A
DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel 1:

PARCEL ONE: A parcel of land situated on the Northwest side of Kentucky Highway No. 106 containing approximately 52.874 acres, more or less.

For reference only, Parcel ID No. 048-00-00-020-01; and

Parcel 2:

PARCEL FIVE: TRACT ONE: A certain tract of land situated on Iron Mountain Road in Logan County, Kentucky, approximately containing 103 acres, more or less.

TRACT TWO: A tract of land situated in Logan County, Kentucky, about one mile NE from Lewisburg, Kentucky, containing approximately 48 acres, more or less.

There is excepted from Tract One above a tract containing one-half acre conveyed to William Norvel McPherson and wife by J. L. O'Dell and wife, by deed dated June 20, 1961, recorded in Deed Book 172, page 324, in the office of the Clerk of the Logan County Court.

There is further excepted a tract containing 52.099 acres located east northeast of Lewisburg, Kentucky on the northwest side of the Iron Mountain Road which was conveyed to Steven M. Hardison and wife, Deborah A. Hardison, by deed dated May 28, 1996, and recorded in Deed Book 302, page 287 57, in the office of the Clerk of the Logan County Court.

TRACT THREE: A certain tract of land at the intersection of the Coon Range Lake Road and Kentucky Highway 1153 containing 38.02 acres less 0.75 acre for a right of way.

For reference only, Parcel ID No. 048-00-00-014-00

EXHIBIT A-1
ANTICIPATED LOCATION OF EASEMENT AREA

Exhibit A-1 - Anticipated Location of Easement Area



Exhibit A-1 - Anticipated Location of Easement Area



Exhibit A-1 - Anticipated Location of Easement Area

Title	RE: Lost City Agreements
File name	SR-LC-20____...reement.pdf and 3 others
Document ID	7be91a7c404efc3d01ac29f9364d238b8a62ce8a
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

11 / 18 / 2024

11:52:49 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.37.88.108



VIEWED

11 / 18 / 2024

13:01:35 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

11 / 18 / 2024

13:10:05 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

11 / 18 / 2024

13:10:05 UTC

The document has been completed.

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

**MEMORANDUM OF TRANSMISSION EASEMENT OPTION
AGREEMENT**

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the _____ day of _____, 2024, by and between Joey K. White (a/k/a Joey Keith White) ("**Grantor**") with an address at 1898 Quality Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated _____, 2024 ("**Effective Date**"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes ("**Transmission Facilities**"), provided that such tower or poles shall not



utilize anchoring wires or guy wires, along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

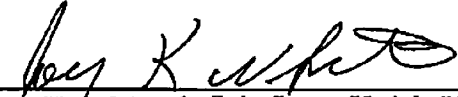
4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



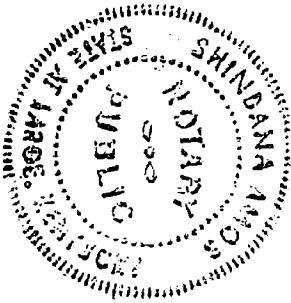
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date first written above.

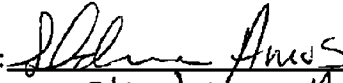
GRANTOR:


Joey K. White (a/k/a Joey Keith White)

STATE OF Kentucky)
COUNTY OF Letcher) SS:

The foregoing instrument was acknowledged before me this Nov. 11th of 2024, 2024, by Joey K. White (a/k/a Joey Keith White).



Signature: 
Printed Name: Shindana Amos
Title: Notary Official
ID # (if any): # 46100
My Commission Expires: March 1, 2026

Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Joey K. White]

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

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City Renewables, LLC

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 09 of December, 2024, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Texas Notary
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

Parcel 1:

PARCEL ONE: A parcel of land situated on the Northwest side of Kentucky Highway No. 106 containing approximately 52.874 acres, more or less.

For reference only, Parcel ID No. 048-00-00-020-01; and

Parcel 2:

PARCEL FIVE: TRACT ONE: A certain tract of land situated on Iron Mountain Road in Logan County, Kentucky, approximately containing 103 acres, more or less.

TRACT TWO: A tract of land situated in Logan County, Kentucky, about one mile NE from Lewisburg, Kentucky, containing approximately 48 acres, more or less.

There is excepted from Tract One above a tract containing one-half acre conveyed to William Norvel McPherson and wife by J. L. O'Dell and wife, by deed dated June 20, 1961, recorded in Deed Book 172, page 324, in the office of the Clerk of the Logan County Court.

There is further excepted a tract containing 52.099 acres located east northeast of Lewisburg, Kentucky on the northwest side of the Iron Mountain Road which was conveyed to Steven M. Hardison and wife, Deborah A. Hardison, by deed dated May 28, 1996, and recorded in Deed Book 302, page 287 57, in the office of the Clerk of the Logan County Court.

TRACT THREE: A certain tract of land at the intersection of the Coon Range Lake Road and Kentucky Highway 1153 containing 38.02 acres less 0.75 acre for a right of way.

For reference only, Parcel ID No. 048-00-00-014-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 18 day of November, 2024 ("**Effective Date**") between Sherri H. White ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

[REDACTED]

(C) Exercise of Option. [REDACTED]

[REDACTED]

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom (but not anchored to the ground) for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"), provided, however, that no towers or poles shall use wires or guy wires. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) Grantee's failure to exercise the Option within the Option Term.

(a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.

(B) The written agreement of the Parties to terminate this Agreement;

(C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("**Initial Option Payment**"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] Extended Option Term ("**Extended Option Payments**," and collectively with the Initial Option Payment the "**Option Payments**")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon 30 days' written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED]

[REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("**Easement Fee**"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Annual Payment: Following the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("**COD**"), Grantee shall pay to Grantor [REDACTED] by Grantee on the Premises ("**Annual Payment**"). The first Annual Payment shall be due within 30 days after December 31st following the COD and shall be prorated with respect to the proportion of the calendar year between the COD and

[REDACTED]. Each successive Annual Payment shall be due [REDACTED] of each subsequent year. In each year after the first year the Annual Payment shall [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.4 Signing Bonus. If Grantor delivers to Grantee a fully executed Agreement, Memorandum, IRS Form W-9, and documentation evidencing the authority of the Grantor's signatory or trustee (if applicable) [REDACTED] after the Effective Date Grantee shall pay to Grantor [REDACTED]

Section 3.5 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

SW
BMW

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor ("**Lender**") without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee's interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

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

(D) During the time all or any part of Grantee's interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee's interest or otherwise take possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees,

upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Sherri H. White
1898 Quality Road
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart
Wood
412 West 15th Street, 15th
Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through

Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and

Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.


Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:


Sherri H. White

Dated: 11-11-2024

Grantor's Signature Page to Transmission Easement Option Agreement

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City
Renewables, LLC

Grantee's Signature Page to Transmission Easement Option Agreement

[Lost City (KY) - Sherri H. White]

EXHIBIT A
DESCRIPTION OF PREMISES

Parcel 1:

That certain real property in Logan County, Kentucky and more particularly described as:

GRAHAM FARM

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Beginning at a point in the South right of way line of Graham Lane at an axle, said axle being 350.96 feet from the center of an abandoned railroad and the South line of said right of way with the state plane coordinates of north 573897.08, east 392455.50; thence South 08 deg. 08' 10" East a distance of 334.47 feet to an axle in a fence line with state plane coordinates of north 573565.84, east 392502.79; thence North 82 deg. 02' 09" West a distance of 431.70 feet to the Southwest corner of Sherwin L. and Kathy S. Irwin property as of Deed Book 357, page 802; thence continuing with Irwin property North 04 deg. 51' 50" East a distance of 83.67 feet to the South right of way of Graham Lane; thence with said right of way South 53 deg. 33' 37" West a distance of 66.06 feet to a corner post at the Northeast corner of the William D. and Linda L. Smith property as of Deed Book 314, page 328; thence South 07 deg. 07' 05" West a distance of 424.11 feet to an iron pin with cap (PLS 3455) in the East line of the Jenkins property; thence with said line South 07 deg. 48' 05" West a distance of 65.68 feet to an iron pin with cap (PLS 3148) in the Northwest corner of the Logan Industrial Development Authority property as of Deed Book 366, page 759; thence with the North line of said property South 82 deg. 54' 32" East a distance of 549.03 feet to an iron pin with cap (PLS 3148); thence South 82 deg. 42' 51" East a distance of 276.52 feet to a corner post in the west right of way of the abandoned railroad bed; thence along said right of way North 03 deg. 55' 28" West a distance of 627.10 feet to a corner post; thence North 82 deg. 45' 29" East a distance of 66.27 feet to a corner post of the Joel and Edna Sears property as of Deed Book 306, page 367; thence with the North line of the Sears property North 82 deg. 55' 47" East a distance of 359.83 feet to a corner post in the Sears property; thence with the East line of the Sears property South 57 deg. 59' 17" East a distance of 181.85 feet to an iron pin with cap; thence South 54 deg. 45' 10" East a distance of 802.36 feet to a corner post in the Sears property; thence South 55 deg. 52' 19" East a distance of 1921.14 feet to an iron pin with cap set; thence along the West line of the Tony Ray and Brenda Carol Adler property as of Deed Book 353, page 267, and the West line of the Joey K. White property as of Deed Book 378, page 285, North 35 deg. 37' 20" East a distance of 2520.61 feet to a corner post in the White property; thence with the South line of the White property and the South line of the Michael and Melissa Whitescarver property as of Deed Book 254, page 527, North 55 deg. 32' 09" West a distance of 1919.60 feet to a corner post in the Whitescarver property; thence with the North line of the Whitescarver property North 35 deg. 11' 52" East a distance of 184.66 feet to a found stone at the base of a corner post in the north line of the Whitescarver property and being the Southwest corner of the Toby A. and Nettie J. Miller property as of Deed Book 338, page 120; thence with the West line of the Miller property North 56 deg. 34' 19" West a distance of 809.32 feet to a corner post with a reference cap (PLS 3455) 2.00 feet to the Southeast; thence with Alvin and Rachel Stutzman property as of Deed Book 369, page 583, South 34 deg. 58' 16" West a distance of 35.35 feet to a 30 inch ash tree with a reference cap (PLS 3455) 3.00 feet to the Northwest; thence with the west line of the Stutzman property North 53 deg. 40' 51" West a distance of 2390.47 feet to a post with a reference cap (PLS 3148) at the base in the South line of the Mrs. James Ed Smith property as of Deed Book 151, page 592; thence with the South line of the Smith property South 36 deg. 36' 24" West a distance of 564.92 feet to a corner post in the East line of Maxine Hinton property as of Deed Book 294, page 59; thence with the East line of the Hinton property South 03 deg. 55' 28" East a distance of 2557.47 feet to an iron pin with cap set; thence along the South right of way of Graham Lane South 54 deg. 57' 13" West a distance of 384.33 feet to the point of beginning, containing 279.80 acres, more or less.

For reference only, Parcel 1 ID No. 048-00-00-001-00

Parcel 2:

That certain real property in Logan County, Kentucky and more particularly described as:

DUNCAN RIDGE

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UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "SET IRON PIN" IS A 5/8" DIAMETER STEEL REINFORCING BAR, EIGHTEEN INCHES IN LENGTH WITH A PLASTIC CAP STAMPED "J.L. HARRIS -P.L.S. 3148". ALL BEARINGS STATED HEREIN ARE REFERRED TO A TRUENORTH OBSERVATION DATED APRIL 15, 2008.

BEGINNING AT A SET IRON PIN IN THE NORTHWEST RIGHT-OF-WAY OF DUNCAN RIDGE ROAD, APPROXIMATELY 15 FEET FROM CENTERLINE, CORNER TO HARRIS (DEED BOOK 262 PAGE 465); THENCE LEAVING SAID RIGHT-OF-WAY WITH THE LINE OF HARRIS S 72°22'54" W 208.78 FEET TO A FOUND POST WITH A SET WITNESS IRON PIN AT ITS BASE; THENCE N 65°06'14" W 439.27 FEET TO A SET IRON PIN; THENCE TURNING LEFT S 21°09'47" W 202.46 FEET TO A FOUND STONE; THENCE TURNING RIGHT N 72°35'29" W 2802.39 FEET TO A SET IRON PIN IN THE LINE OF HINTON LUMBER COMPANY (DEED BOOK 130 PAGE 366 & DEED BOOK 131 PAGE 039 - TODD COUNTY); THENCE TURNING RIGHT WITH THE LINE OF HINTON LUMBER COMPANY N 39°02'21" E 672.89 FEET TO A FOUND IRON PIN #3148; THENCE TURNING LEFT N 17°17'59" W 2198.59 FEET TO A POINT NEAR THE CENTER OF THE LITTLE CLIFTY CREEK, WHILE PASSING THROUGH A FOUND REFERENCE IRON PIN AT 2168.59 FEET; THENCE CONTINUING WITH THE LINE OF HINTON LUMBER AND APPROXIMATING THE CENTER OF SAID CREEK N 53°51'02" E 85.96 FEET; THENCE N 17°22'41" E 251.71 FEET; THENCE N 09°44'39" E 113.02 FEET; THENCE N 15°09'12" W 250.67 FEET; THENCE N 54°34'53" E 192.58 FEET; THENCE N 08°28'08" E 211.90 FEET; THENCE N 67°28'30" E 45.54 FEET; THENCE S 84°45'01" E 123.80 FEET; THENCE N 21°40'18" E 355.99 FEET TO A POINT NEAR THE CENTERLINE INTERSECTION OF THE BIG CLIFTY CREEK AND LITTLE CLIFTY CREEK, CORNER TO RIGGS (DEED BOOK 210 PAGE 065) ALSO LOCATED S 73°30'20" E 111.57 FEET FROM A FOUND IRON PIN #3277; THENCE WITH THE LINE OF RIGGS THEN RIGGS (DEED BOOK 323 PAGE 230), THEN RIGGS (DEED BOOK 222 PAGE 574), THEN RIGGS (DEED BOOK 222 PAGE 572) AND WITH THE APPROXIMATE CENTER OF THE BIG CLIFTY CREEK N 43°55'37" E 354.54 FEET; THENCE N 23°34'49" E 168.85 FEET; THENCE N 47°21'10" E 319.39 FEET; THENCE N 32°54'26" E 298.04 FEET; THENCE N 53°19'26" E 270.07 FEET; THENCE S 75°51'04" E 134.02 FEET; THENCE S 86°10'26" E 281.47 FEET; THENCE S 43°06'51" E 573.59 FEET; THENCE N 82°11'39" E 277.49 FEET; THENCE N 55°51'54" E 184.37 FEET; THENCE S 66°38'45" E 63.35 FEET; THENCE S 38°53'48" E 136.37 FEET; THENCE S 71°02'56" E 44.67 FEET; THENCE N 65°31'10" E 447.95 FEET; THENCE N 87°13'07" E 244.52 FEET; THENCE S 53°32'05" E 351.92 FEET; THENCE S 80°52'15" E 94.19 FEET; THENCE N 82°33'15" E 198.38 FEET; THENCE S 82°13'46" E 473.36 FEET; THENCE S 80°52'21" E 247.56 FEET; THENCE N 76°04'32" E 116.22 FEET; THENCE S 75°47'56" E 442.67 FEET; THENCE S 81°14'53" E 485.19 FEET TO A POINT NEAR THE CENTERLINE INTERSECTION OF A BRANCH AND THE BIG CLIFTY CREEK, SAID POINT BEING LOCATED N 18°54'02" E 24.98 FEET FROM A SET WITNESS IRON PIN; THENCE TURNING RIGHT CONTINUING WITH THE LINE OF RIGGS AND

APPROXIMATING THE CENTER OF SAID BRANCH S 12°29'26" E 108.43 FEET; THENCE S 45°33'35" W 75.93 FEET; THENCE S 18°28'32" W 220.68 FEET; THENCE S 32°33'59" E 131.39 FEET; THENCE S 74°24'36" E 126.32 FEET; THENCE N 78°07'47" E 108.72 FEET; THENCE N 53°42'13" E 123.80 FEET; THENCE N 25°26'14" E 120.33 FEET; THENCE S 89°39'39" E 127.21 FEET TO A POINT NEAR THE CENTERLINE OF SAID BRANCH, CORNER TO SMITH (DEED BOOK 323 PAGE 750); THENCE CONTINUING WITH SAID BRANCH AND WITH THE LINE OF SMITH S 57°27'43" E 425.16 FEET; THENCE N 74°40'11" E 314.07 FEET; THENCE N 76°19'05" E 234.81 FEET, CORNER TO ALLISON (DEED BOOK 277 PAGE 603); THENCE TURNING RIGHT LEAVING SAID BRANCH WITH THE LINE OF ALLISON S 05°10'15" E 2080.32 FEET TO A FOUND 1-1/2" DIAMETER IRON PIPE AT THE BASE OF A 24-INCH DIAMETER RED OAK TREE IN THE LINE OF WHITE (DEED BOOK 279 PAGE 274), WHILE PASSING THROUGH A SET REFERENCE IRON PIN AT 10.00 FEET; THENCE TURNING RIGHT WITH THE LINE OF WHITE N 81°44'32" W 1808.26 FEET TO A FOUND STONE, CORNER TO WHITE (DEED BOOK 408 PAGE 222); THENCE WITH THE LINE OF WHITE N 82°21'12" W 2174.95 FEET TO A FOUND IRON PIN #3148 ON THE EAST SIDE OF A ROADWAY; THENCE TURNING LEFT ALONG THE EAST SIDE OF SAID ROADWAY S 19°59'08" E 283.77 FEET; THENCE S 07°36'34" E 327.31 FEET; THENCE S 00°37'48" E 541.07 FEET; THENCE S 07°30'56" E 372.16 FEET; THENCE S 12°07'18" E 156.95 FEET; THENCE S 08°52'53" E 216.23 FEET; THENCE S 04°16'49" E 329.88 FEET; THENCE S 02°00'46" W 51.15 FEET TO A FOUND POST WITH A FOUND WITNESS IRON PIN AT ITS BASE, CORNER TO BRIDGES (DEED BOOK 246 PAGE 472); THENCE WITH THE LINE OF BRIDGES S 06°07'24" E 322.00 FEET TO A SET IRON PIN; THENCE TURNING LEFT N 83°23'51" E 55.55 FEET TO A SET IRON PIN IN SAID RIGHT-OF-WAY; THENCE TURNING RIGHT WITH SAID RIGHT-OF-WAY S 40°32'47" W 58.96 FEET; THENCE S 12°51'42" W 55.70 FEET; THENCE S 02°14'47" E 54.82 FEET; THENCE S 36°15'47" W 100.63 FEET; THENCE S 43°23'21" W 141.32 FEET; THENCE S 36°39'09" W 80.96 FEET; THENCE S 29°54'20" W 54.20 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINING 570.19 ACRES AS SHOWN BY SURVEY PERFORMED BY JEFFREY L. HARRIS, P.L.S. #3148 WITH BENCHMARK LAND SURVEYING, DATED FEBRUARY 26, 2013.

BEING THE PROPERTY CONVEYED TO HINTON LUMBER INC. BY DEED BOOK 176 PAGE 150, DEED BOOK 195 PAGE 099, DEED BOOK 195 PAGE 325, DEED BOOK 236 PAGE 111, DEED BOOK 284 PAGE 714, DEED BOOK 316 PAGE 721 AND DEED BOOK 408 PAGE 219 AS FOUND IN THE RECORDS OF THE LOGAN COUNTY CLERK.

For reference only, Parcel 2 ID No. 048-00-00-030-00

EXHIBIT A-1
ANTICIPATED LOCATION OF EASEMENT AREA

Exhibit A-1 - Anticipated Location of Easement Area

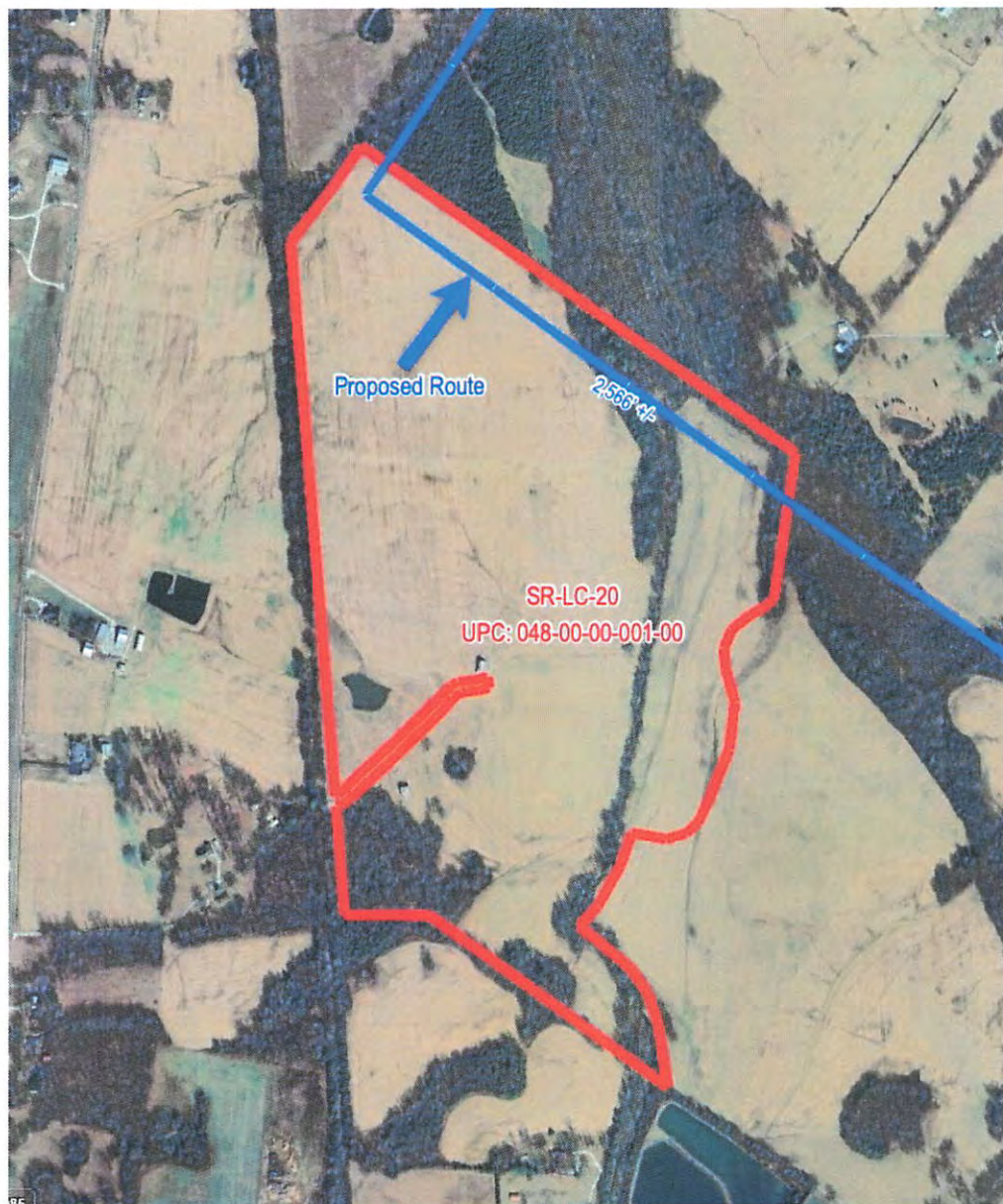


Exhibit A-1 - Anticipated Location of Easement Area



Exhibit A-1 - Anticipated Location of Easement Area

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

**MEMORANDUM OF TRANSMISSION EASEMENT OPTION
AGREEMENT**

THIS MEMORANDUM OF TRANSMISSION EASEMENT OPTION AGREEMENT ("**Memorandum**") is made as of the _____ day of _____, 2024, by and between Sherri H. White ("**Grantor**") with an address at 1898 Quality Road, Lewisburg, Kentucky 42256, and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**") with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Option Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, "**Agreement**"), dated _____, 2024 ("**Effective Date**"), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A ("**Premises**"). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive option to acquire an exclusive, perpetual easement ("**Transmission Easement**") on, along, over, under and across a portion of the Premises ("**Easement Area**") as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes ("**Transmission Facilities**"), provided that such tower or poles shall not



utilize anchoring wires or guy wires, along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to five (5) years. In the event Grantee exercises the Option during the Option Term, the Agreement shall automatically create an exclusive, perpetual right and easement on, along, over, under and across the Easement Area for the purposes specified more particularly in the Agreement.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]



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

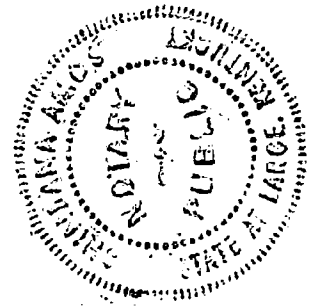
GRANTOR:

Sherri H. White
Sherri H. White

STATE OF Kentucky)
COUNTY OF Logan) SS:

The foregoing instrument was acknowledged before me this Nov. 11th of 2024, 2024, by Sherri H. White.

Signature: [Signature]
Printed Name: Shindana Amds
Title: Official Notary
ID # (if any): #46100
My Commission Expires: March 7, 2026



Grantee's Signature Page to Memorandum of Transmission Easement Option Agreement

[Lost City (KY) - Sherri H. White]

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

GRANTEE:

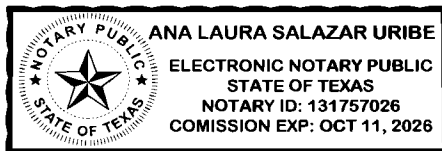
Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City Renewables, LLC

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 09 of December, 20 24, by Brian Wright, the VP of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.



Signature: Ana Laura Salazar Uribe
Printed Name: Ana Laura Salazar Uribe
Title: Texas Notary
ID # (if any): 131757026
My Commission Expires: October 11, 2026

Document Notarized using a Live Audio-Video Connection

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348

Brian Chan



EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

That certain real property in Logan County, Kentucky and more particularly described as:

GRAHAM FARM

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Beginning at a point in the South right of way line of Graham Lane at an axle, said axle being 350.96 feet from the center of an abandoned railroad and the South line of said right of way with the state plane coordinates of north 573897.08, east 392455.50; thence South 08 deg. 08' 10" East a distance of 334.47 feet to an axle in a fence line with state plane coordinates of north 573565.84, east 392502.79; thence North 82 deg. 02' 09" West a distance of 431.70 feet to the Southwest corner of Sherwin L. and Kathy S. Irwin property as of Deed Book 357, page 802; thence continuing with Irwin property North 04 deg. 51' 50" East a distance of 83.67 feet to the South right of way of Graham Lane; thence with said right of way South 53 deg. 33' 37" West a distance of 66.06 feet to a corner post at the Northeast corner of the William D. and Linda L. Smith property as of Deed Book 314, page 328; thence South 07 deg. 07' 05" West a distance of 424.11 feet to an iron pin with cap (PLS 3455) in the East line of the Jenkins property; thence with said line South 07 deg. 48' 05" West a distance of 65.68 feet to an iron pin with cap (PLS 3148) in the Northwest corner of the Logan Industrial Development Authority property as of Deed Book 366, page 759; thence with the North line of said property South 82 deg. 54' 32" East a distance of 549.03 feet to an iron pin with cap (PLS 3148); thence South 82 deg. 42' 51" East a distance of 276.52 feet to a corner post in the west right of way of the abandoned railroad bed; thence along said right of way North 03 deg. 55' 28" West a distance of 627.10 feet to a corner post; thence North 82 deg. 45' 29" East a distance of 66.27 feet to a corner post of the Joel and Edna Sears property as of Deed Book 306, page 367; thence with the North line of the Sears property North 82 deg. 55' 47" East a distance of 359.83 feet to a corner post in the Sears property; thence with the East line of the Sears property South 57 deg. 59' 17" East a distance of 181.85 feet to an iron pin with cap; thence South 54 deg. 45' 10" East a distance of 802.36 feet to a corner post in the Sears property; thence South 55 deg. 52' 19" East a distance of 1921.14 feet to an iron pin with cap set; thence along the West line of the Tony Ray and Brenda Carol Adler property as of Deed Book 353, page 267, and the West line of the Joey K. White property as of Deed Book 378, page 285, North 35 deg. 37' 20" East a distance of 2520.61 feet to a corner post in the White property; thence with the South line of the White property and the South line of the Michael and Melissa Whitescarver property as of Deed Book 254, page 527, North 55 deg. 32' 09" West a distance of 1919.60 feet to a corner post in the Whitescarver property; thence with the North line of the Whitescarver property North 35 deg. 11' 52" East a distance of 184.66 feet to a found stone at the base of a corner post in the north line of the Whitescarver property and being the Southwest corner of the Toby A. and Nettie J. Miller property as of Deed Book 338, page 120; thence with the West line of the Miller property North 56 deg. 34' 19" West a distance of 809.32 feet to a corner post with a reference cap (PLS 3455) 2.00 feet to the Southeast; thence with Alvin and Rachel Stutzman property as of Deed Book 369, page 583, South 34 deg. 58' 16" West a distance of 35.35 feet to a 30 inch ash tree with a reference cap (PLS 3455) 3.00 feet to the Northwest; thence with the west line of the Stutzman property North 53 deg. 40' 51" West a distance of 2390.47 feet to a post with a reference cap (PLS 3148) at the base in the South line of the Mrs. James Ed Smith property as of Deed Book 151, page 592; thence with the South line of the Smith property South 36 deg. 36' 24" West a distance of 564.92 feet to a corner post in the East line of Maxine Hinton property as of Deed Book 294, page 59; thence with the East line of the Hinton property South 03 deg. 55' 28" East a distance of 2557.47 feet to an iron pin with cap

set; thence along the South right of way of Graham Lane South 54 deg. 57' 13" West a distance of 384.33 feet to the point of beginning, containing 279.80 acres, more or less.

For reference only, Parcel ID No. 048-00-00-001-00

Exhibit A to Memorandum of Transmission Easement Option Agreement



3/21/2025

Wolf Creek Farms, LLC
c/o Steve Struve
764 Coon Range Lake Rd
Lewisburg, KY 42256

RE: Binding Letter of Intent to enter into Transmission Easement Option Agreement ("Letter of Intent")

Dear Mr. Struve:

Please find enclosed a Transmission Easement Option Agreement ("**Agreement**") and attached memorandum ("**Memorandum**") by and between Wolf Creek Farms LLC, a Kentucky limited liability company ("**Grantor**" or "**You**") and Lost City Renewables, LLC, a Delaware limited liability company ("**Grantee**") regarding that real property in Logan County, Kentucky as further described in Exhibit A of the Agreement and Memorandum ("**Premises**")

It is our understanding that You acquired the Premises by deed dated August 6, 2012 ("**Vesting Deed**") with the name of the Grantor entity being identified at that time as "Wolf Creek Farms, LLC", and that you have recently filed Articles of Amendment or other application(s) with the Kentucky Secretary of State regarding the status and name of the Grantor entity (collectively, the "**Name Change**")

By this Letter of Intent you are affirming that, upon the completion and approval of the Name Change, but not later than April 30, 2025, you will enter into the Agreement with Grantee. The entry into the Agreement will be completed as follows: Prior to entering into the Agreement you will permit Grantee to insert into the Agreement the name of the Grantor entity, as may be affected by the Name Change, as "Grantor", together with any required references to any prior names of the Grantor entity and the Name Change as required to recite the chain of title to the Premises.

As consideration for this Binding Letter of Intent, within 30 calendar days after the execution of this Binding Letter of Intent Grantee will pay to You, in advance, one half of the Initial Option Payment as set forth in the Agreement ("**Letter of Intent Payment**"), such Letter of Intent Payment to be deducted from the Initial Option Payment if the Agreement is executed.

If you are in agreement with the terms of the Letter of Intent, please sign this letter and execute the Agreement and attached Memorandum and return them to SelectROW, PO Box 688, Celina, TX 75009.



We sincerely appreciate your interest in our Project.

Sincerely,

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP Lost City

ACKNOWLEDGED AND AGREED TO:

Wolf Creek Farms LLC,
a Kentucky limited liability company

By: [Signature]
Name: Stephen Struve
Title: Member

[Signature]

Transmission Easement Option Agreement

This Transmission Easement Option Agreement ("**Agreement**") is made as of this 26 day of February, 2025 ("**Effective Date**") between Jessica Dulworth ("**Grantor**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A ("**Premises**").

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission ("**Project**").

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option.

(A) Option Term.

(B) Use of Premises During Option Term.

(C) Exercise of Option.

Section 1.2 Transmission Easement.

(A) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises defined herein ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, "**Transmission Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Transmission Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Transmission Easement and Access Easement are collectively, the "**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 Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.3 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

- (A) Grantee's failure to exercise the Option within the Option Term.
 - (a) If Grantee fails to exercise the Option within the Option Term, Grantee shall record a document in the public records of the county in which the Premises is located releasing Grantor and the Premises from the terms of this Agreement.
- (B) The written agreement of the Parties to terminate this Agreement;
- (C) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Option Payment.

Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Option Payment"). If Grantee elects to extend the Option Term to one or more Extended Option Terms, the on or before the commencement of each Extended Option Term Grantee shall pay to Grantor [REDACTED] per each Extended Option Term ("Extended Option Payments," and collectively with the Initial Option Payment the "Option Payments")

The Option Payment shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Transmission Easement, within [REDACTED] after delivery of the Option Notice Grantee shall pay to Grantor [REDACTED] to be installed on the Premises, less the amount of any Option Payment paid by Grantee ("Easement Fee"). The Easement Fee shall be calculated on the length in feet of any collector lines and/or transmission lines to be located and installed on the Premises. In the event transmission lines and/or collector lines run parallel with one another such that they share a right-of-way, the Easement Fee calculation shall be made solely on the length of such common right of way, not as two separate fees.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take

possession of Grantee's interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

Jessica Dulworth
5437 Cherry St
Russellville, KY 42276

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) ("**Memorandum**"). In the event the Option is exercised, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee's surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor's signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Jessica Dulworth
Jessica Dulworth

Dated: 2-5-2025

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC
a Delaware limited liability company

By: Brian Wright
Name: Brian Wright
Title: VP

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

I. Beginning at a rock with pointer on a side of Bluff, corner to A.J. DeArmond, running N 41° 1/4 W 5 1/3 poles; thence N 2° E 2 4/5 poles to a beech near Bluff; thence around Bluff with it's meanders N 33° 1/4 W 7 1/2 poles to a stake near branch; thence N 78° 1/4 W 5 poles to a beech; thence 75° N W 11 1/5 poles to a black oak; thence N 89° W 13 1/3 to a beech; thence W 5 1/3 poles to a black oak; thence 561° W 6 2/3 poles to a small beech; thence N 41° 1/2 W 4 poles to a beech; thence N 30° W 10 poles to a hickory; thence 53° W 23 poles to a sugar tree; thence 77° 1/2 W 12 1/2 poles to a rock by a waterfall; thence 548° 1/2 W 10 1/2 poles to a black gum; thence 518° W 6 1/5 poles to a chestnut oak; thence 595° W 6 1/4 poles to a beech; thence N 54° W 18 2/5 poles to a sourwood; thence N 68° W 5 2/3 poles to a beech; thence N 78° 1/4 W 14 1/6 poles to a small sugar tree; thence 568° W 10 2/3 poles to a dogwood; thence 5111° W 13 2/5 poles to a beech; thence S 20° 1/2 W 14 poles to a small chestnut oak; thence N 72° W 6 poles to a beech; thence N 26° W 8 poles to a beech; thence N 5° 1/2 W 2 3/4 poles to a white oak in the line in the S.S. DeArmond tract of land; thence N 48° 1/2 E 29 1/5 poles to a white oak, corner to S.S. DeArmond tract of land; thence N 5° W 13 7/8 poles to a stake, corner to same; thence N 5° W 42 poles to a rock, corner to same; thence 508° 1/2 E 32 1/2 poles to a stake; thence E 12° 1/2 E 92 poles to a rock near a road, corner to said A.J. DeArmond; thence S 15° E 16 1/2 poles to the beginning, containing 30 acres more or less.

Less and except about 10 acres on the west side, sold to Louis Gaskie, said deed being of record in D.B. 140 page 492 in the office of the Clerk of the Logan County Court.

AND

II. Beginning at a rock standing S 7° W 12 2/3 poles from a white oak corner of the F.S. DeArmond tract of land, running thence S 82° 14 W 13 3/4 to a rock thence 10° W 21 3/4 poles to a rock thence S 74° E 13 1/8 poles to a rock thence N 10° E 27 2/5 to the beginning containing 2 acres.

Being the same property conveyed unto Lewis Gaston s/p/a William L. Gaston, deceased, from Maude Dearmond, widow, by deed dated September 1, 1964 and recorded in Deed Book 180, Page 531, in the Office of the Logan County Clerk.

For reference only, Parcel ID No. 031-00-00-010-00

EXHIBIT B

Easement Area

[To be provided]

EXHIBIT C
MEMORANDUM
[Attached]

Title	RE: Lost City Agreements
File name	SR-LC-07_Sc..._Signed.pdf and 1 other
Document ID	b945b6cd909fdef922a725da5f15ff2d4e0b9a4b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

02 / 25 / 2025

13:05:19 UTC

Sent for signature to Brian Wright (bwr@cisc.dk) from
jennifer.thompson@selectrow.com
IP: 68.61.55.48



VIEWED

02 / 26 / 2025

16:43:15 UTC

Viewed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



SIGNED

02 / 26 / 2025

16:44:35 UTC

Signed by Brian Wright (bwr@cisc.dk)
IP: 68.112.101.97



COMPLETED

02 / 26 / 2025

16:44:35 UTC

The document has been completed.

Transmission Easement Agreement

This Transmission Easement Agreement (“**Agreement**”) is made as of this ____ day of _____, 2025 (“**Effective Date**”) between McReynolds Farm, LLC, a Kentucky limited liability company (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

A. Grantor is the owner of certain real property located in Logan County in the State of Kentucky more particularly described in the attached Exhibit A (“**Premises**”).

B. Grantee is exploring the possibility of developing, owning and operating a project of commercial-scale solar energy generation and transmission (“**Project**”).

C. Grantee desires to obtain certain easements, transmission easement rights and other rights, and Grantor desires to grant certain easements, transmission easement rights and other rights, on the Premises for energy storage purposes.

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

ARTICLE 1. EASEMENT

Section 1.1 Transmission Easement.

(A) Grantor grants to Grantee, an exclusive, irrevocable, right and easement on, along, over, under and across a portion of the Premises defined herein (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, “**Transmission Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Transmission Easement**”) for a period of 55 years. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing (“**Access Easement**”) (the Transmission Easement and Access Easement are collectively, the “**Easement**”). The Access Easement shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee shall be responsible for any crop damages caused and Grantee’s agents shall close all gates following entry upon the premises.

(C) The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. Grantee shall, in good faith, consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. On or before the completion of construction of the Transmission Facilities Grantee shall, at Grantee's sole expense, select the final Easement Area, which shall not exceed a single corridor across the Premises of no more than one hundred fifty (150) feet in overall width. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall compensate Grantor for crop damage occurring during construction of the Transmission Facilities, as set forth in Section 4.2.

(D) Grantee shall have the right to clear and to keep the Easement Area free and clear of any permanent buildings, combustible material and any and all other new permanent structures. Grantee shall have the right to trim or remove brush, trees or other hazards on the Premises which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder. Once Grantee begins construction of the Transmission Facilities, Grantor may not place or plant any trees, or build any permanent structures or improvements within the Easement Area or on the Premises that would impede or interfere with transmission of electrical energy, without the prior written consent of Grantee.

(E) Grantor hereby grants to Grantee all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

Section 1.2 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

Section 2.1 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(A) The written agreement of the Parties to terminate this Agreement;

(B) Grantee's execution and delivery of written notice of termination to Grantor, in Grantee's sole and absolute discretion, as to all or any portion of the Easement Area.

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Initial Payment. Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Payment").

Section 3.2 Annual Payment: Commencing one year after the date on which Grantee's Project achieves commercial operation by delivering quantities of electrical energy beyond test quantities ("COD"), Grantee shall pay to Grantor [REDACTED] ("Annual Payment"). The first Annual Payment shall be due within [REDACTED] following the first anniversary of COD and shall be prorated with respect to the proportion of the calendar year between the first anniversary of COD and [REDACTED]. The Annual Payment shall end upon the removal of the Transmission Facilities from the Premises.

Section 3.3 Payment Upon Termination. If Grantee terminates this Agreement, Grantee will only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment will be due or owing to Grantor.

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 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 Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee 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. This indemnification shall survive the termination of this Agreement.

[REDACTED]

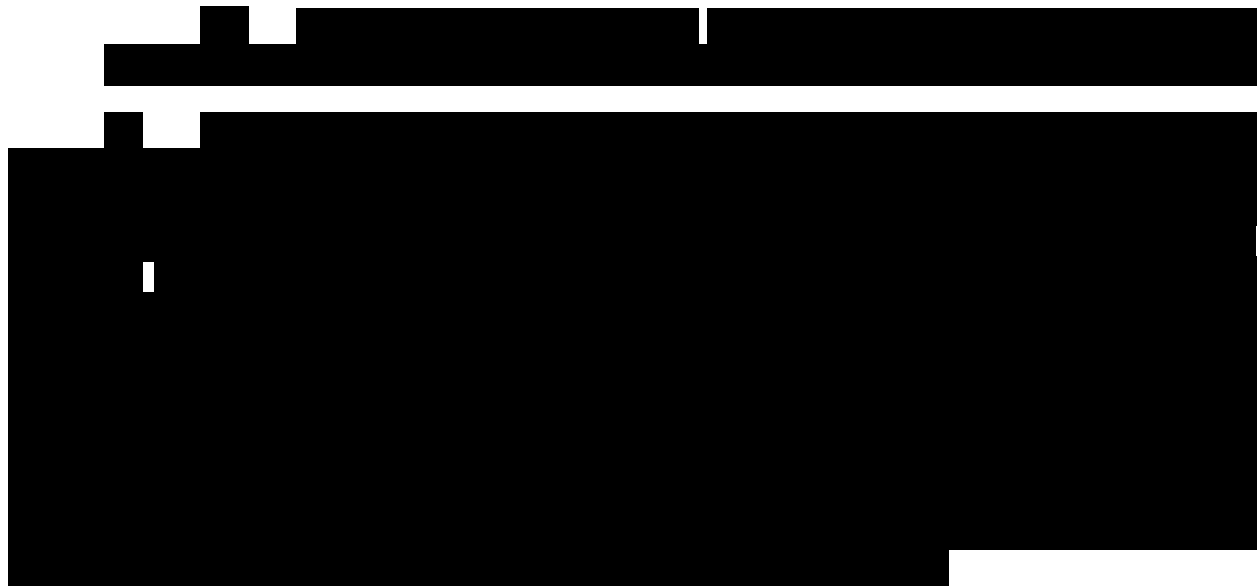
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

(A) Grantee may at any time mortgage 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 entity, including, but not limited to, any tax equity investor (“**Lender**”) without the consent of Grantor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Grantee directly.

(B) Grantor and Grantee agree that, once all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender.

(C) Grantor agrees that any Lender or investor shall have the right to make any payment and to do any other act or thing required to be performed by Grantee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Agreement and any forfeiture of any of Grantee’s rights under this Agreement as if done by Grantee itself.

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor 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 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor 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 Grantee'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 Grantee. The time within which Lender must foreclose or acquire Grantee'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.

(E) The acquisition of all or any part of Grantee'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 Grantor nor constitute a breach or default of this Agreement by Grantee, and upon the completion of the acquisition or conveyance Grantor shall acknowledge and recognize Lender as Grantee's proper successor under this Agreement upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

(F) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within 60 calendar days after the rejection or termination, to execute and deliver to Grantee or Lender a new Agreement 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 Grantee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new agreement Grantee, or Lender shall (i) pay Grantor any amounts which are due Grantor from Grantee, (ii) pay Grantor 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 agreement and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

Section 5.2 Assignment. Grantee and any successor or assign of Grantee shall at all times have the right, without need for Grantor's consent, to grant co-easements, to one or more third parties with respect to all or any portion of the Easement Area; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Transmission Facilities that Grantee or any other party may now or hereafter install on the Easement Area 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 Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Upon any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, 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.

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 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 Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee 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 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee 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 7. DEFAULT

ARTICLE 8. MISCELLANEOUS

Section 8.1 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 calendar 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 Owner:

McReynolds Farm, LLC
c/o Judy White
940 Mt Pleasant Road
Lewisburg, KY 42256

If to Grantee:

Lost City Renewables LLC
c/o Brian Wright & Stewart Wood
412 West 15th Street, 15th Floor
New York, NY 10011

Section 8.2 Hazardous Materials.

(A) Grantee 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 Grantee'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 Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

(B) Grantor 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 Grantor'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 Grantee and is in full compliance with all applicable laws. Grantor represents to Grantee that Grantor 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 Grantee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in

accordance with its terms. 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 Grantee under this Agreement, Grantor shall, at Grantor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

Section 8.5 Cooperation; Setback; Further Assurances. 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. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor 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 Grantor'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 thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee 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 Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein 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 8.9 Legal Matters.

(A) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee 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.

Section 8.10 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 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 8.12 Memorandum. Grantor and Grantee shall execute, in recordable form, and Grantee shall then record, a memorandum of this Agreement (in a form substantially similar to the form attached as Exhibit C) (“**Memorandum**”). Upon the final siting of the Easement Area, Grantee shall have the right to file an amendment to the Memorandum revising the legal description of the Easement Area with the legal description provided by Grantee’s surveyor. Grantor hereby grants Grantee the right to execute such amendment to the Memorandum without obtaining the prior consent of Grantor and without requiring Grantor’s signature. Grantee shall provide a copy of each such amendment to Grantor within 60 calendar 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 B. Grantor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Grantor, Grantee agrees to provide a recordable acknowledgement of such termination to Grantee.

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

Section 8.14 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

McReynolds Farm, LLC,

a Kentucky limited liability company

By:_____

Name: Judy L. White

Title: Member

Dated:_____

By:_____

Name: Dana C. Howard

Title: Member

Dated:_____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By:_____

Name:_____

Title:_____

EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT ONE: Beginning at a rock on the east side of the Rochester Road, southeast corner of Ed Schweer's tract of land in the line of V. H. Stewart; running thence N 80 E 48 poles to a post, corner to said V. H. Stewart; thence 50-3/4 E 22-2/3 poles to a post corner of said V. H. Stewart and R. V. Ward's corner; thence N 51 W 81 poles 17 links to the Rochester Road, R. V. Ward's corner and George Arnold's line; thence S 34-1/4 W with Rochester Road 84-23/25 poles to a rock in the line of Ed Schweers tract and corner to Sutton School House lot; thence S 53 1/2 E 95-1/5 poles to the beginning, containing 35 acres.

TRACT TWO: Beginning at a rock in the east edge of the Rochester Road; running thence S 87-7/8 E 56-1/3 poles to a white oak; thence S 58 1/4 E 14-1/5 poles to a post; thence N 49-3/4 E 42-2/3 poles to a creek in said Stewart's line; thence with said line N 21 W 35-3/5 poles to a rock corner to said Stewart; thence N 50 1/2 E 2 poles to a white oak corner to same in C. H. Moore's line; thence N 33-3/4 W 68 poles to a post corner to said Moore; thence S 51 1/4 W 22-3/5 poles to a post, corner to same; thence S 19-3/4 W 100 1/4 poles to the beginning, containing 42-3/5 acres but by a new survey containing 44 acres.

Being the same property conveyed to McReynolds Farm, LLC by Kenneth G. McReynolds, and his wife, Wilma McReynolds, recorded at Book 378, Pages 659-661, in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 048-00-00-018-00

[illegible]

EXHIBIT B
EASEMENT AREA

[To be provided]

EXHIBIT C
MEMORANDUM

[Attached]

After recording, return to:

SelectROW
PO Box 688
Celina, TX 75009

MEMORANDUM OF TRANSMISSION EASEMENT

THIS MEMORANDUM OF TRANSMISSION EASEMENT (“**Memorandum**”) is made as of the _____ day of _____, 2025, by and between McReynolds Farm, LLC, a Kentucky limited liability company (“**Grantor**”) with an address at 940 Mount Pleasant Road, Lewisburg, Kentucky 42256 and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”) with an address at 412 West 15th Street, 15th Floor, New York, NY 10011. Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Easement. Grantor and Grantee entered into that certain Transmission Easement Agreement (as amended, restated, or supplemented from time to time, and including all exhibits, schedules and attachments thereto, “**Agreement**”), dated _____, 2025 (“**Effective Date**”), affecting the real property in Logan County, Kentucky more particularly described in the attached Exhibit A (“**Premises**”). Commencing on the Effective Date, Grantor hereby grants to Grantee, an exclusive easement (“**Transmission Easement**”) on, along, over, under and across a portion of the Premises (“**Easement Area**”) as set forth on the attached Exhibit B, for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (“**Transmission Facilities**”) along with an easement on, over, under and across the Premises for to access the Transmission Facilities.

2. Term. The Option Term commences on the Effective Date and continues for a period of up to fifty-five (55) years.

3. Runs with the Land. The Agreement and the Easements and rights granted to Grantee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon and Grantee and, to the extent provided in any assignment or other transfer

under the Agreement, any assignee or Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the Parties solely for the purpose of recordation in the real estate records of the county in which the Premises is located, and it is the intent of the Parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the Parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

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

GRANTOR:

McReynolds Farm, LLC,
a Kentucky limited liability company

By: _____
Name: Judy L. White
Title: Member

By: _____
Name: Dana C. Howard
Title: Member

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Judy L. White, the Member of McReynolds Farm, LLC a Kentucky limited liability company, on behalf of the company.

My commission expires: _____
[SEAL]

Notary Public
Notary ID No: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by Dana C. Howard, the Member of McReynolds Farm, LLC a Kentucky limited liability company, on behalf of the company.

My commission expires: _____
[SEAL]

Notary Public
Notary ID No: _____

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

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____, the _____ of Lost City Renewables LLC, a Delaware limited liability company, on behalf of the company.

Signature: _____
Printed Name: _____
Title: _____
ID # (if any): _____
My Commission Expires: _____

Prepared by:

Brian Chan
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
(202) 378-5348



EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property in Logan County, Kentucky and more particularly described as:

TRACT ONE: Beginning at a rock on the east side of the Rochester Road, southeast corner of Ed Schweer's tract of land in the line of V. H. Stewart; running thence N 80 E 48 poles to a post, corner to said V. H. Stewart; thence 50-3/4 E 22-2/3 poles to a post corner of said V. H. Stewart and R. V. Ward's corner; thence N 51 W 81 poles 17 links to the Rochester Road, R. V. Ward's corner and George Arnold's line; thence S 34-1/4 W with Rochester Road 84-23/25 poles to a rock in the line of Ed Schweers tract and corner to Sutton School House lot; thence S 53 1/2 E 95-1/5 poles to the beginning, containing 35 acres.

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For reference only, Parcel ID No. 048-00-00-018-00

EXHIBIT B

Easement Area

[To be provided]