

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-1:

Provide any updates in communication with the Muhlenberg County Road Department. Please identify whether the communication was written or verbal, the method of communication, the parties involved, the date the communication occurred, and a summary of the communication.

Response:

On April 25, 2025, Applicant representatives reached out to Muhlenberg County Judge Executive Mack McGehee to initiate discussions on a road use agreement to address potential construction impacts on local roads. The intent of the Applicant is to work closely with Muhlenberg County on road use during project construction and operation. Judge Executive McGehee identified that the Applicant should work directly with the Judge/Executive and the Muhlenberg County Fiscal Court magistrates to develop a road use agreement and surety bonding after finalization of the design plans and prior to commencement of any construction activities. On April 28, 2025, Applicant representatives also discussed developing a road agreement with Magistrate Darrin Benton. Muhlenberg County has extensive experience in putting together road use agreements and bonding due to a long history of mining and coal transportation and did not anticipate it being a concern to develop. The goal of the road use agreement is to return all roads to their pre-construction condition or better.

It is anticipated that the Applicant or its EPC will conduct a road survey prior to construction, which will map and log the conditions of the county roads that would be used during the construction of the project. A copy of the road survey would be provided to the Muhlenberg County Judge Executive and Muhlenberg County Fiscal Court when it is developed. This road survey would support the road use agreement.

Witness: Marty Marchaterre

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Siting Board 2-2:

Refer to Lost City Renewables' responses to Siting Board Staff's First Request for Information (Staff's First Request), Item 38.

- a. Provide a map(s) depicting the proposed transmission line route and the right-of-way. On the map include satellite imagery and parcel boundaries.
- b. Identify the parcel owners and whether or not an easement has been secured. If an easement has been secured, provide the lease or deed.
- c. State the total number of residential structures that may have a view of one or more transmission line poles.

Response:

a) The attached figure (attachment 2-2) identifies the preliminary transmission line route, rights-of-way, and parcel boundaries. A separate application for the nonregulated electric transmission line is anticipated to be filed in May or June 2025. The preliminary transmission line route is being sited to install poles in locations that minimize impact to neighboring properties and regulated or sensitive natural resources while ensuring safe and accessible pole locations for long-term operation.

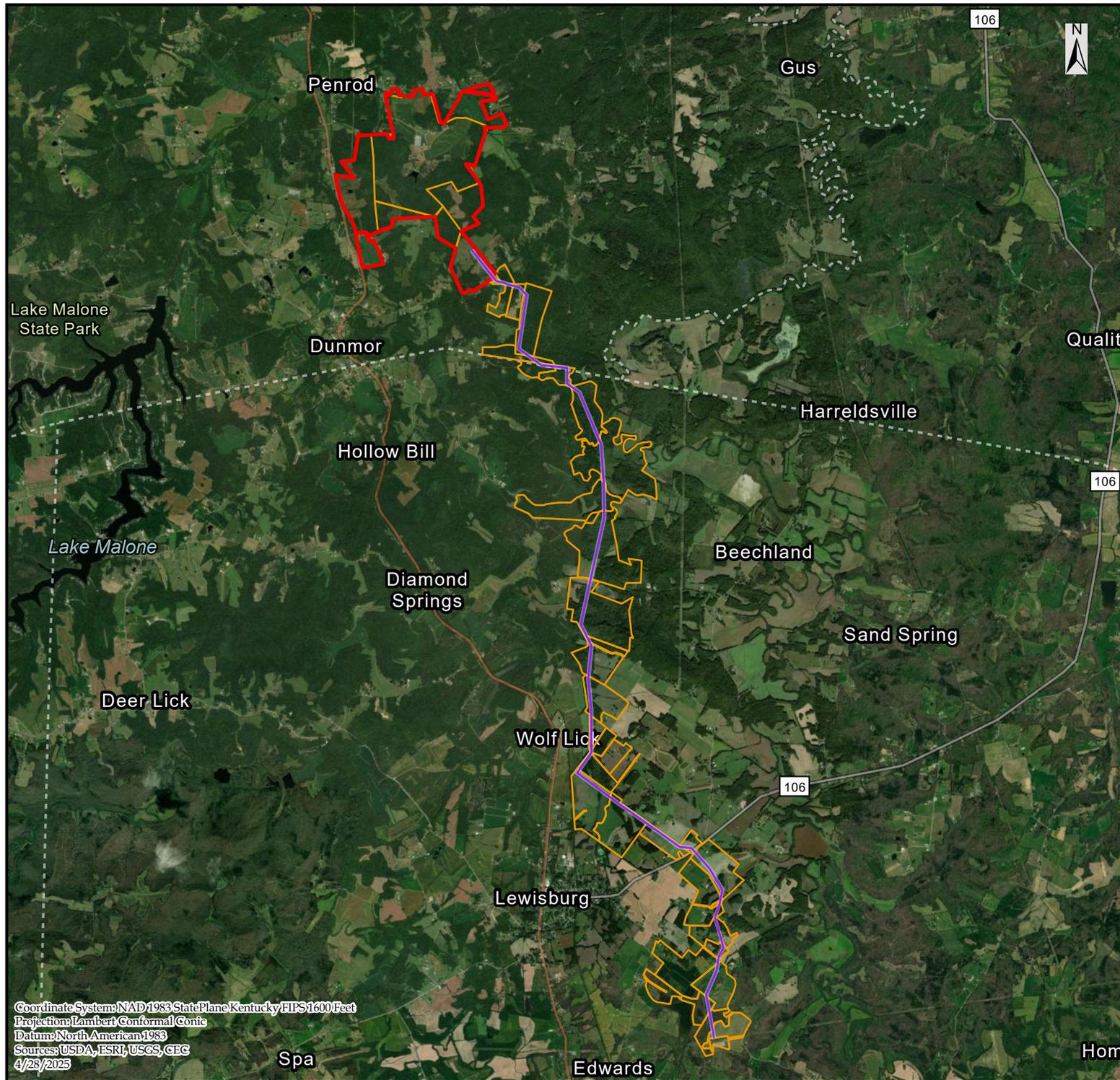
b) The attached figure (attachment 2-2) identifies landowner names and property identification numbers. Rights-of-way easements vary between 100-150 feet in width. Agreements with all the parcel owners along the preliminary transmission line have been secured (see Appendix A).

c) The Applicant anticipates completing the last agreements with landowners on April 28, 2025. The transmission line, pole locations, and pole heights are still being determined and will be included in the Project's forthcoming transmission line application. At this time, the

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Applicant is not able to determine which residential structures may have a view of one or more transmission line poles. This information will be included in the transmission line application.

Witness: Marty Marchaterre



Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Sources: USDA, ESRI, USGS, CEG
 4/28/2025



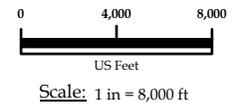
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FIGURE 2-2.1:
 Preliminary Transmission Line Map
 for the Lost City Solar Project,
 Muhlenberg County, Kentucky

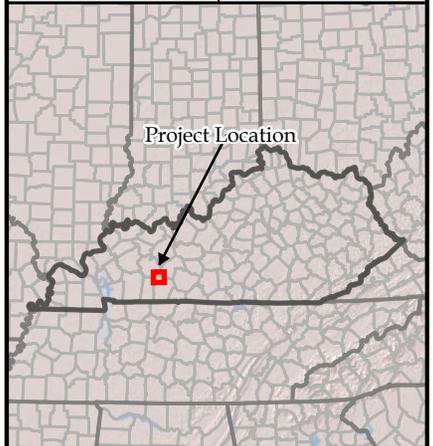
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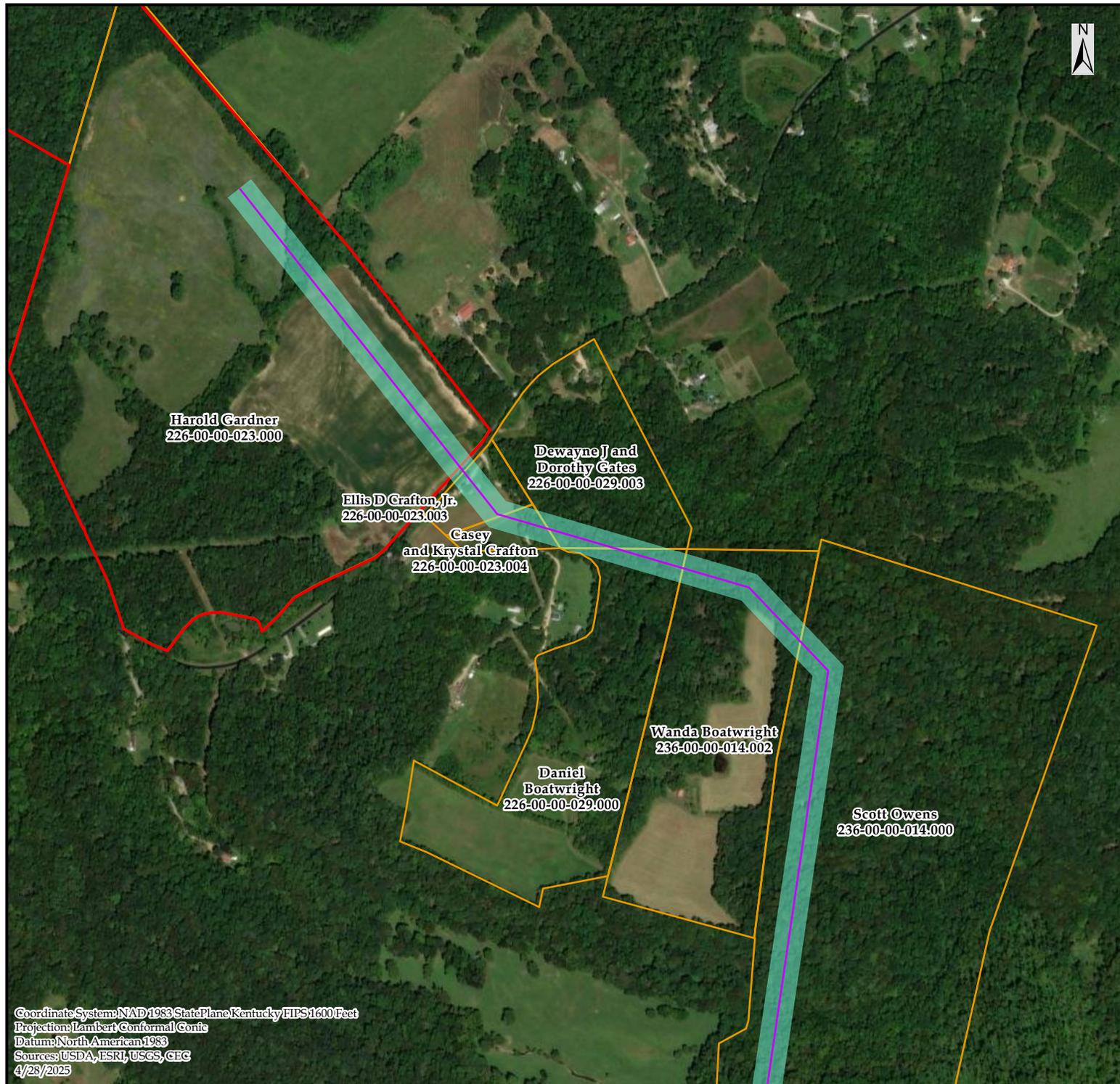
-  Transmission Centerline
-  Right of Way
-  Parcel Boundary
-  Facility Project Area



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FIGURE 2-2.2:
 Preliminary Transmission Line Map
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Legend

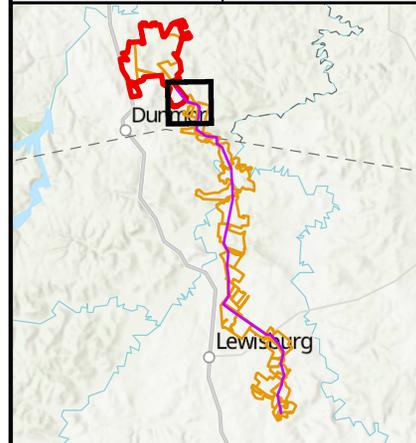
- Transmission Centerline
- Right of Way
- Parcel Boundary
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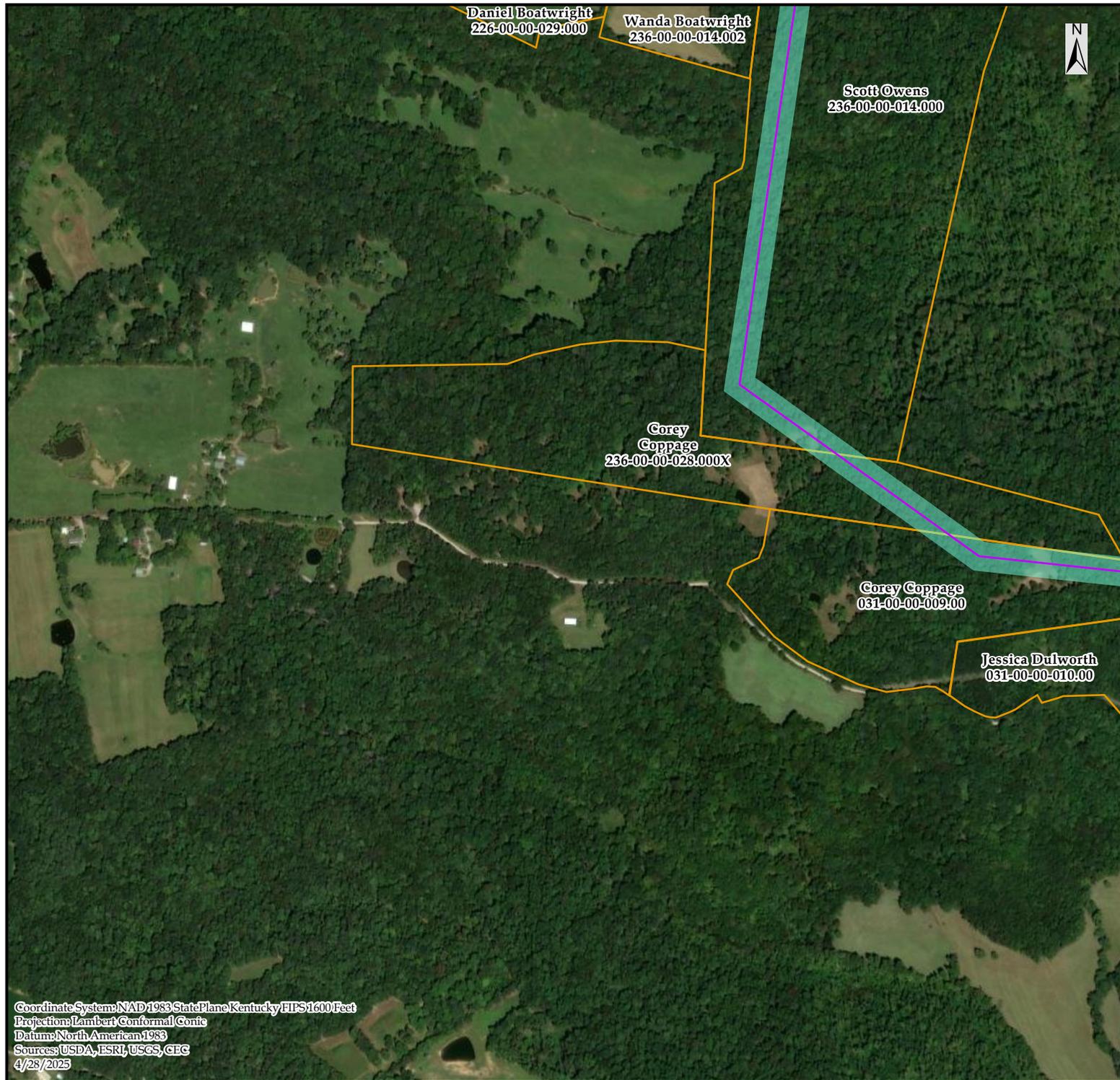


Scale: 1 in = 750 ft

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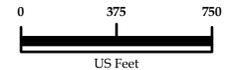
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FIGURE 2-2.3:
 Preliminary Transmission Line Map
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Legend

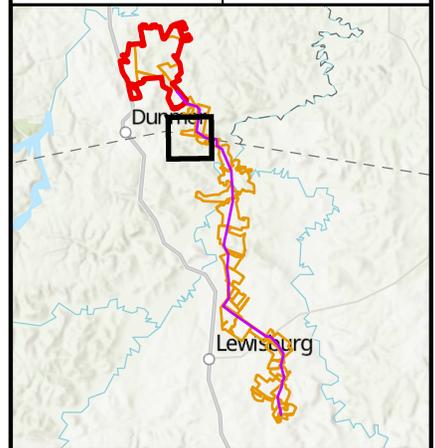
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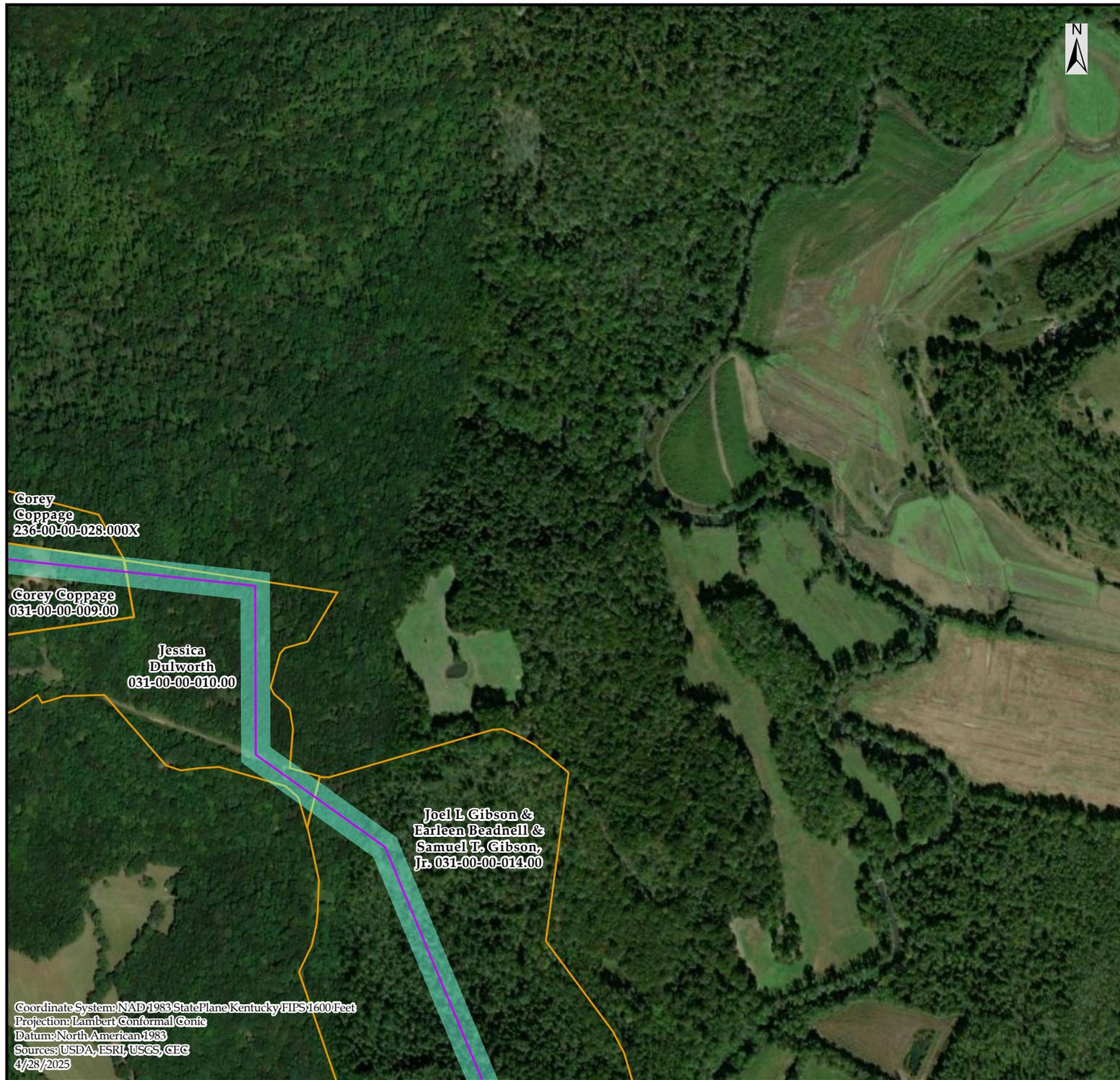


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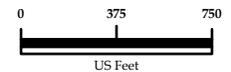
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FIGURE 2-2.4:
 Preliminary Transmission Line Map
 for the Lost City Solar Project,
 Muhlenberg County, Kentucky

Legend

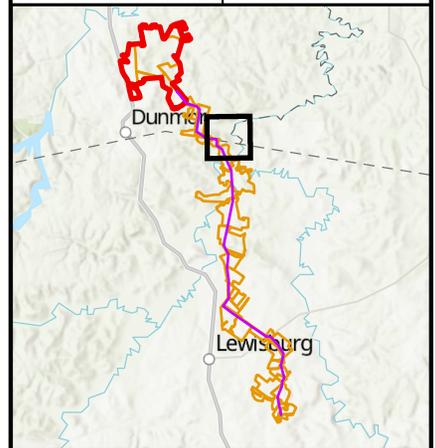
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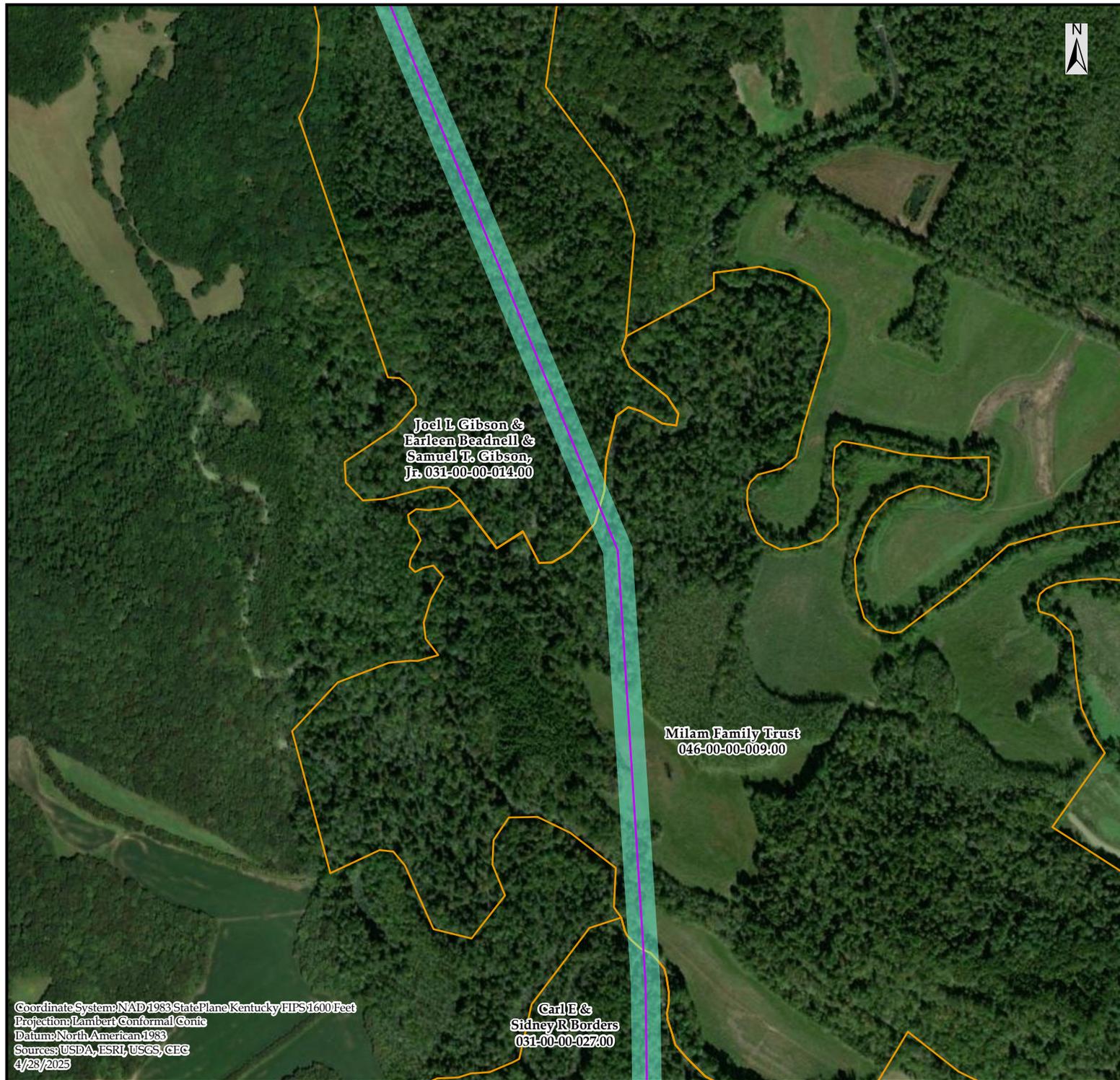


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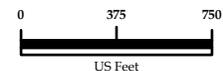
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FIGURE 2-2.5:
 Preliminary Transmission Line Map
 for the Lost City Solar Project,
 Muhlenberg County, Kentucky

Legend

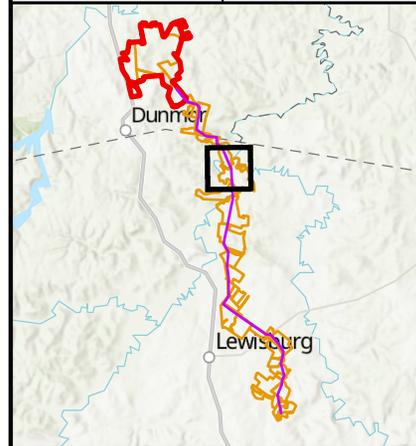
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-  Right of Way
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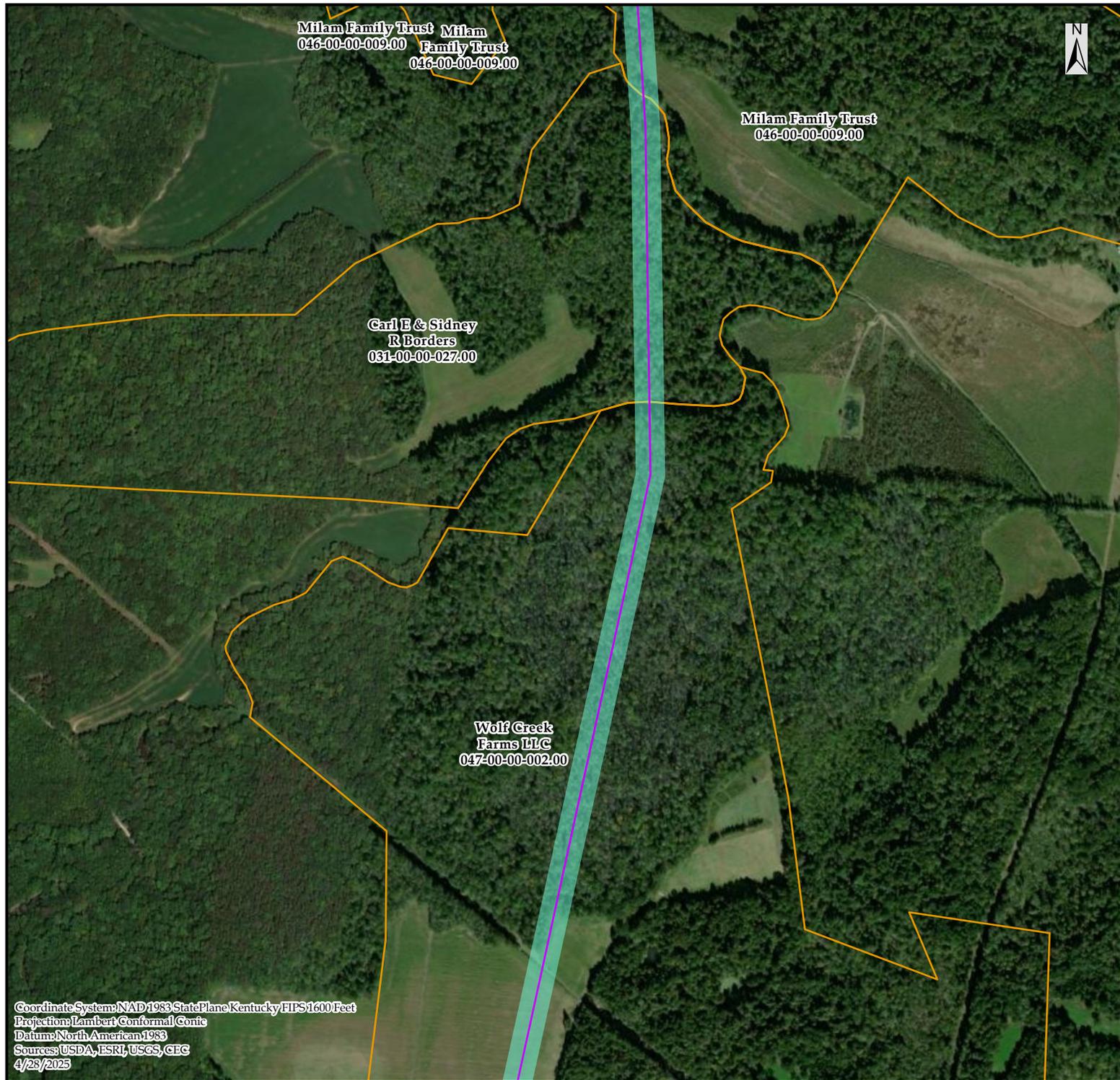


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FIGURE 2-2.6:
 Preliminary Transmission Line Map
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 Muhlenberg County, Kentucky

Legend

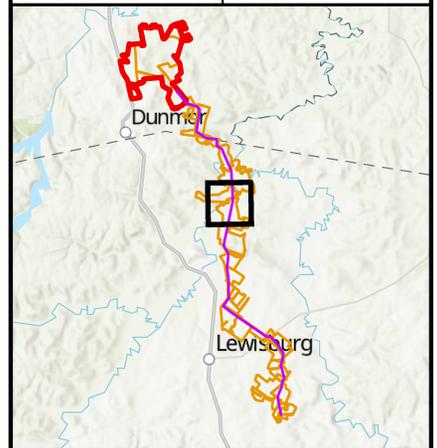
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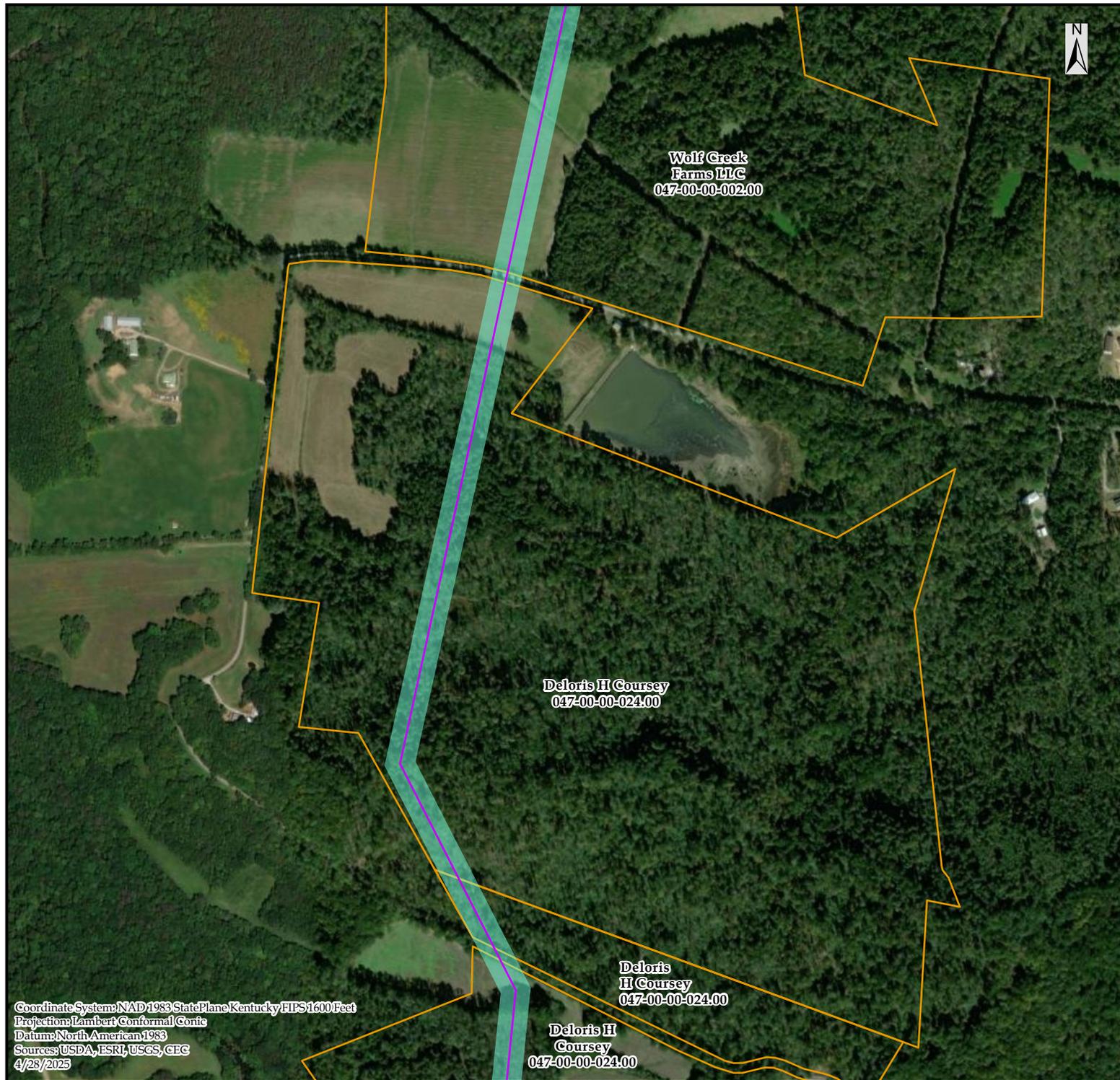


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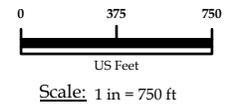
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FIGURE 2-2.7:
 Preliminary Transmission Line Map
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 Muhlenberg County, Kentucky

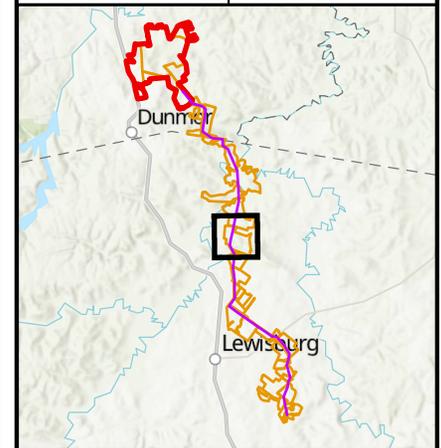
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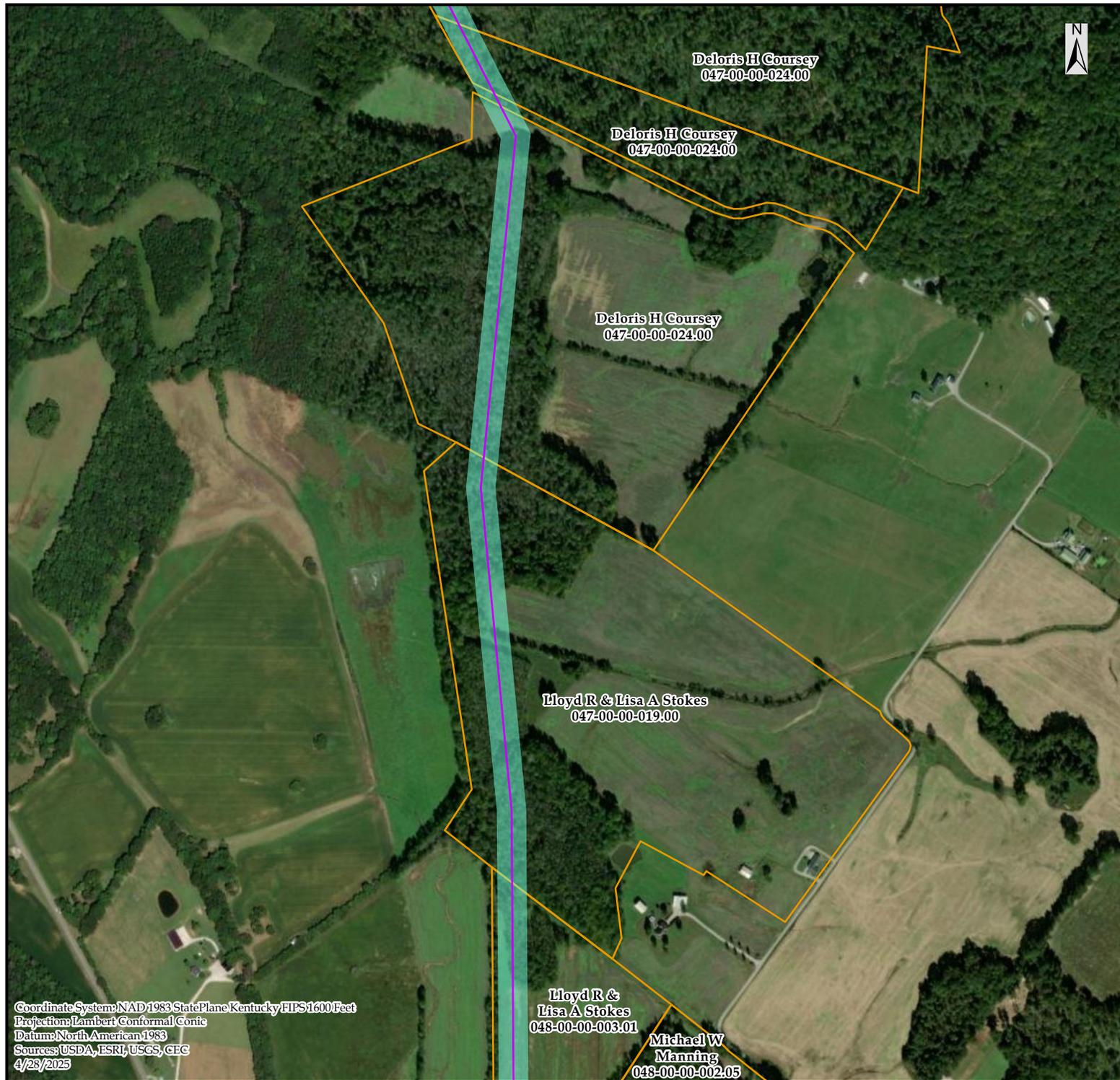
- Transmission Centerline
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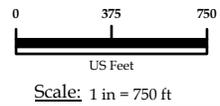
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FIGURE 2-2.8:
 Preliminary Transmission Line Map
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 Muhlenberg County, Kentucky

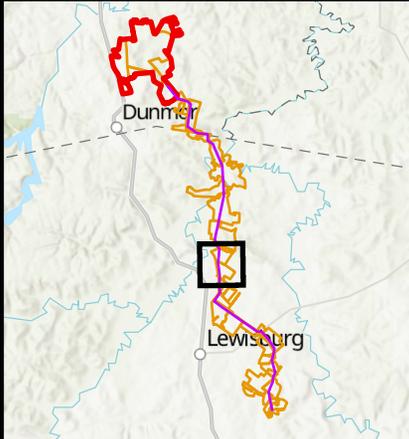
Legend

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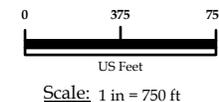
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FIGURE 2-2.9:
 Preliminary Transmission Line Map
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 Muhlenberg County, Kentucky

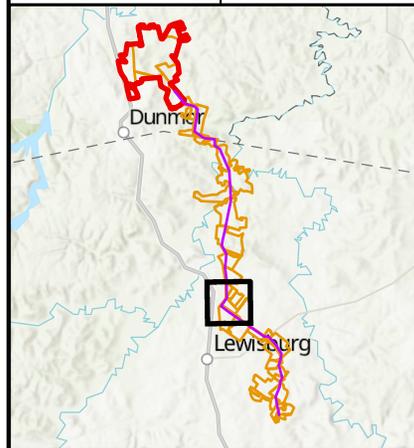
Legend

-  Transmission Centerline
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-  Parcel Boundary
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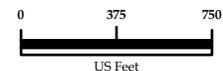
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Renewables LLC**

FIGURE 2-2.10:
Preliminary Transmission Line Map
for the Lost City Solar Project,
Muhlenberg County, Kentucky

Legend

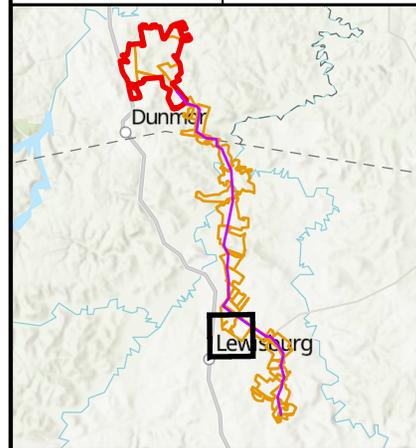
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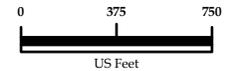
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Prepared for:
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FIGURE 2-2.11:
 Preliminary Transmission Line Map
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 Muhlenberg County, Kentucky

Legend

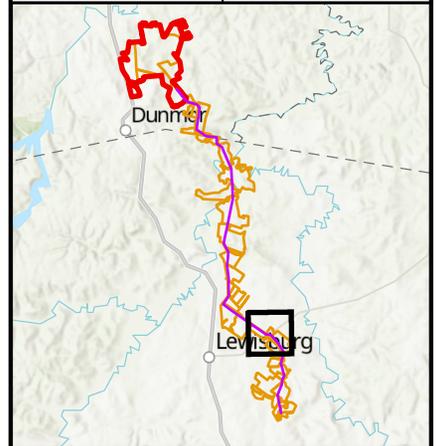
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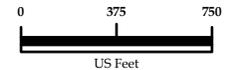
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FIGURE 2-2.12:
Preliminary Transmission Line Map
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Legend

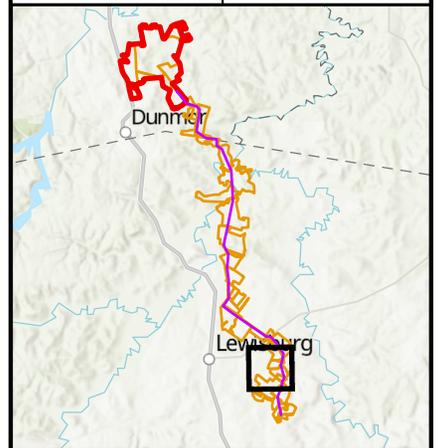
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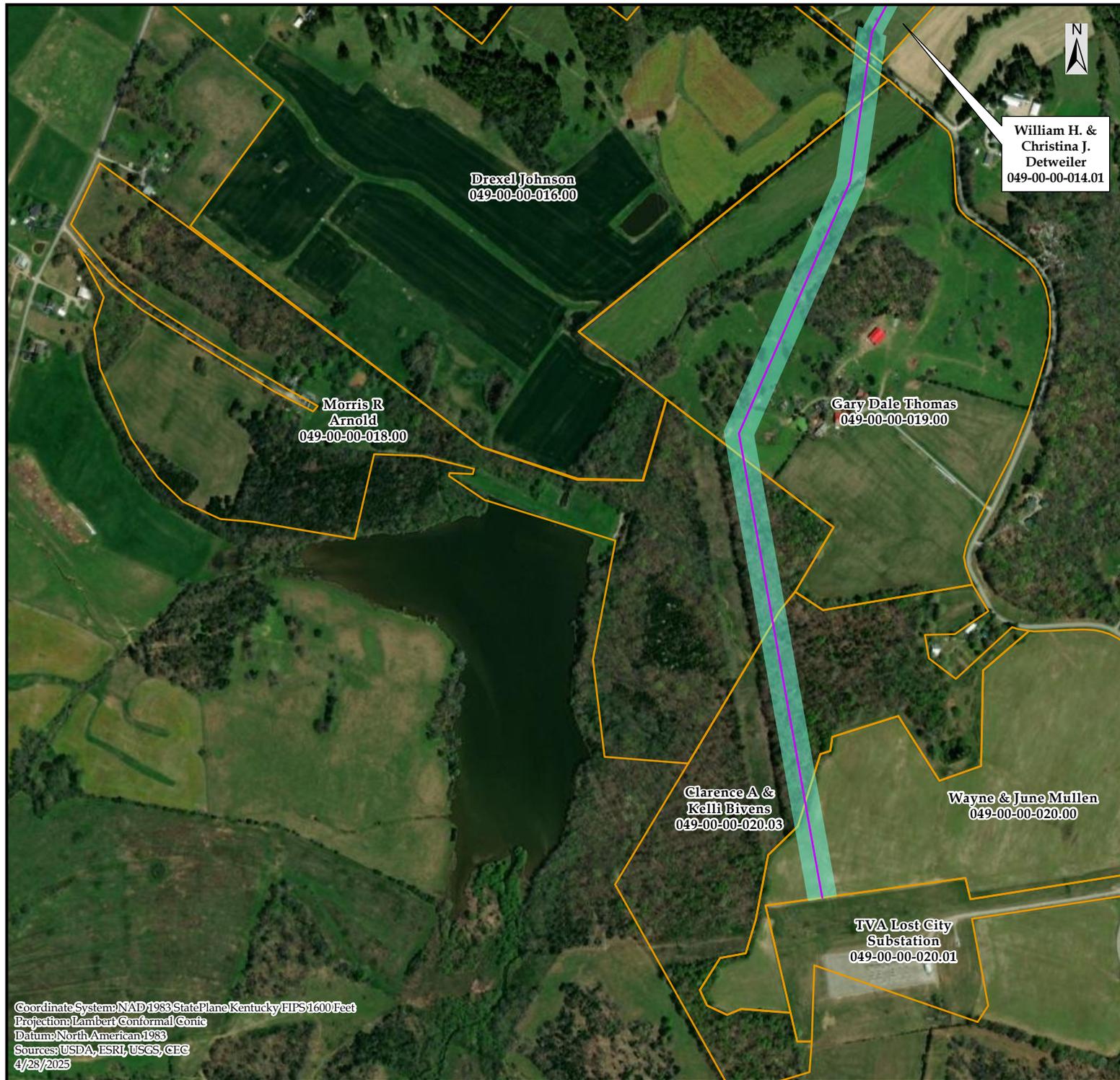
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049-00-00-018.00



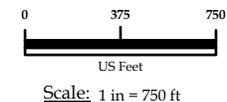
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FIGURE 2-2.13:
Preliminary Transmission Line Map
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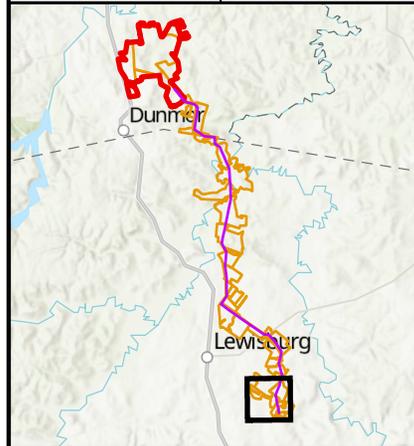
Legend

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Siting Board 2-3:

Explain whether Mason Poyner Road is a one-lane or a two-lane road.

Response:

Mason-Poyner Road is a one-lane road. On March 17, 2025, Copperhead staff visited the Project Area and measured the width of Mason-Poyner Road at 37.094143, -86.986583, which was approximately 12 feet.

Witness: Marty Marchaterre

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Siting Board 2-4:

Refer to Lost City Renewables' responses to Staff's First Request, Item 20. Describe how trees will be removed from the site.

Response:

The Applicant anticipates using multiple methods to remove trees and vegetation. The intent would be to use the removed trees for various purposes such as lumber, fuelwood, mulch, or other products. Timber removal would occur with equipment that ranges from hand tools to a wide range of machines. The timber removal process typically involves felling (cutting down trees), processing the trees at the site, and then transporting the logs to a mill or other destination. The Applicant plans to coordinate with local sawmills to market timber, when practicable. We are aware that at least nine commercial sawmills currently operate in the Green River area, including in Muhlenberg County and adjacent counties.

Some cleared trees and vegetation could be chipped and the material would be spread on site as mulch. Alternatively, the Applicant could coordinate with the Muhlenberg County Emergency Management Services to burn some tree removal debris (e.g., tops, limbs, cut offs, other woody debris) on site in accordance with Kentucky's Open Burning regulations (401 KAR 63:005). The Applicant would comply with fire hazard season (February 15 through April 30 and October 1 through December 15) restrictions for open burning and coordinate with Muhlenberg County prior to open burning. It should also be noted that, wherever practicable, the Applicant would work diligently with the contractor to minimize clearing of trees and maintain trees in the existing setbacks and buffer zones.

Witness: Marty Marchaterre

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Siting Board 2-5:

Refer to the Archeological Review submitted as an attachment to the responses to Staff's First Request, Item 63. Explain if any changes are expected to be made to the site layout given the findings in the review.

Response:

The Applicant had an experienced and well-qualified cultural resources firm prepare historic and archaeological desktop reviews and site reconnaissance studies of the Project Site. Based on the archaeological and historic study findings, the Applicant revised preliminary project plans to avoid two cemeteries, a potentially historic abandoned railroad line, a stone culvert, and the area where a prehistoric flake scatter was identified.

Witness: Marty Marchaterre

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Siting Board 2-6:

Refer to Lost City Renewables' responses to Staff's First Request, Item 42. Provide a narrative description of construction activities that will occur across the site and in what order they will occur.

Response:

A detailed construction plan would be developed by the EPC and submitted to the Muhlenberg County Fiscal Court, approximately 3-6 months prior to commencement of any construction activities.

Project construction activities involve the below referenced major activities:

1. Site Preparation and Land Clearing:

Land and geotechnical surveys provide site-specific soil and geological conditions and are used to prepare a roadmap for the site preparation activities. This involves the protection of sensitive site features identified and flagged for impact avoidance and installation of erosion control measures to protect wetland and water bodies. Removing vegetation, grading the land and potentially demolishing existing structures and other site features to create suitable conditions for the solar facility are completed once these initial site controls are established. This process requires care and expertise to preserve and stockpile topsoil for reuse, minimize erosion, and maintain natural drainage patterns.

2. Infrastructure Development:

Construction of access roads, entrance gates, installing perimeter security fencing, and signage placement are key early steps. Locations would be established for construction staging areas for equipment storage and maintenance, truck unloading and loading areas, approved temporary fuel tanks in properly spill containment structures, disposal facilities for various solid

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wastes, parking, portable toilet facilities, and water and rinsing facilities. Laydown areas for panels, inverters, electric cabling, and other Project components would also be developed. Underground trenching would protect the direct current (DC) and alternating current (AC) power cables used to connect power throughout the Project Area as well as other grounding and control cables. The landscape plan would start to be implemented and would continue development throughout the construction period.

3. Pile and Racking System Installation:

Pile driving activities involve using specialized equipment to install piles (usually steel I-beams) into the ground, providing a foundation for solar panels and racking systems. Racking systems are installed on the piles to support the solar panels.

4. Solar Panel Mounting:

The Project requires the installation of thousands of photovoltaic (PV) panels that are mounted on the racking system to form a solar array. Trackers are installed to aim the panels towards the sun and increase power production.

5. Electrical Work and Connections:

Laying cables, connecting panels to inverters and connecting the entire system to the site substation are part of necessary electrical work. Underground conductors are put in place to connect inverters to the site substation. Electrical lines are buried to support compliance with the National Electric Safety Code (NESC) and other applicable local or state requirements.

6. Installing Inverters and Substation:

The electricity generated by the PV panels is in the form of direct current (DC). Inverters are utilized to convert the DC output into alternating current (AC) suitable for supplying the

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electric grid. The AC power is fed to a transformer located in the project substation to increase the voltage from the generator voltage level up to the suitable transmission voltage level. The project substation includes generator step-up (GSU) transformers and high voltage breakers.

7. Grid Interconnection:

A 161 kV transmission line would be used to send the project power from the project substation to the Lost City Substation owned by TVA. TVA is responsible for accepting and distributing the power (through the grid) to their customers, including the local Pennyrite Rural Electric Cooperative Corporation (PRECC).

8. Commissioning & Testing:

Before a solar system is put into commercial operation, it undergoes a series of rigorous tests to ensure it meets all the technical and safety standards. Testing is performed to verify that the system is performing as expected and that it is fully integrated with the on-site electrical system and the electric grid. Some of the key tests performed are:

- **System Performance Testing:** Confirms the system is generating the expected amount of electricity based on the design calculations.
- **Safety and Compliance Testing:** Inspection to confirm compliance with federal, state, and local electrical codes, safety standards, and environmental regulations. Any issues identified are corrected before the system is commissioned.
- **Grid Synchronization:** The system must undergo tests to ensure that it operates seamlessly with the TVA electrical infrastructure without causing disruptions.

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The Applicant has developed the table below which provides an overview of the general construction activities and approximate durations for a solar project. Some activities would occur sequentially, and others would occur concurrently.

Project Activity	Duration
Notice to Proceed	1 day
Site Preparation and Land Clearing	
Site Mobilization	1 – 5 days
Establish site wide erosion controls, tree removal, grading	0 – 3 months
Infrastructure Development	
Civil Works (Including fencing, access roads, internal site roads, delivery of construction materials, etc.) Landscape plan starts to be implemented and would continue throughout the construction period.	9 – 12 months
Underground trenching (including cable network, grounding, control cables, etc.)	9 – 12 months
Pile and Racking System Installation	
Pier Installation and Racking (concurrently with civil works)	5 – 8 months
Solar Panel Mounting	
Solar Modules Mounting (concurrently with pier installation and racking)	8 – 10 months
Electrical Work and Connections	

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Electrical – Combiner to inverter (concurrently with racking and modules)	7 – 9 months
Grid Interconnection	
Transmission system installation	10 – 12 months
Substation (energized)	TBD
Testing and Commissioning	
Testing Commissioning	3 months
Project Completion	
Substantial Completion	1 month after commissioning
Final Completion	2 months after substantial completion

Witness: Shane Kelley

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Siting Board 2-7:

Refer to Lost City Renewables' responses to Staff's First Request, Item 28. The response states that "[s]ite grading generally smooths the project area terrain". Explain whether smoother terrain, combined with the removal of vegetation, will cause greater surface runoff.

Response:

After grading, the EPC contractor is responsible for installing temporary vegetation, which refers to plants used to stabilize soil and control erosion and provide a base of cover while the site is being built. Areas where construction is temporarily paused or where soil has been disturbed can be seeded or mulched to prevent erosion and soil loss. Temporary vegetation provides a root network that would hold the soil in place and prevent or minimize erosion. These cover plants are often annuals, such as grasses and legumes, that are planted to provide ground cover during the construction period. Temporary vegetation also helps absorb and filter rainwater, promote infiltration, and reduce stormwater runoff. This vegetation would also help reduce dust generation from disturbed soil. Grass species would be selected on the basis of quick germination, growth, and time of year to be seeded.

The EPC contractor also may spread mulch on the soil surface to help retain moisture and prevent erosion. Mulch can be an organic material like straw or wood chips. Erosion control blankets (synthetic or natural materials) could also be used to cover and protect soil, especially on slopes.

Later, the temporary vegetation would be replaced by permanent vegetation, such as native grasses and forbs. The permanent native grasses and forbs would be maintained under solar panels so that runoff from the solar panel face would fall onto the grass below the panel.

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Over the long-term, this vegetation would support soil stabilization, prevent erosion, and improve water infiltration.

It should also be noted that professionally planned, designed and planting of trees and bushes landscape around the perimeter buffer zone would help stabilize the soil, reduce erosion, and improve soil health. Landscaping would occur throughout construction and would be completed prior to operation. Trees and other vegetation would help maintain the integrity of the land and ensure the long-term sustainability of both the solar facility and the local ecosystem.

As required by the SWPPP requirements and resulting engineering design, any modifications to the site should not create or result in any additional run-off post-installation as compared to the pre-installation levels. The SCS Curve Number Approach (USDA NRCS TR-55) was used to calculate rainfall runoff peak rates to ensure there would be a negligible increase in surface runoff between current and post-construction conditions. This calculation includes inputs such as vegetation/surface cover and slope to predict flow rates resulting from hypothetical storms that are based on statistically derived return periods. Because of the temporary and permanent revegetation that is planned and the earthwork that is generally used to decrease slope and optimize solar production, no increase in surface runoff is anticipated between current and post-construction conditions.

Witness: Shane Kelley

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Response to Siting Board's Second Request for Information

Siting Board 2-8:

Refer to Lost City Renewables' responses to Staff's First Request, Item 34. Provide any updates regarding agreements with Boardwalk Pipelines or Texas Gas.

Response:

No updates regarding agreements with Boardwalk Pipelines or Texas Gas have occurred since the filing of the Responses to the Staff's First Request for Information. Because the Project is still in preliminary design and construction is not anticipated to start until late 2026/early 2027, the Applicant does not plan to engage Boardwalk Pipelines or Texas Gas until later in 2025 or 2026. This agreement is a key activity that would be required in the EPC's construction plan.

Witness: Marty Marchaterre

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Siting Board 2-9:

Submit a copy of the lease or purchase agreements, including options, separate agreements, or deeds which Lost City Renewables has entered into in connection with the proposed solar facility, including the agreements for each of the parcels of the project.

Response:

The Applicant has provided copies of agreements for each of the property owners within the Project Area (see attachment 2-9).

Witness: Sean Joshi

RFI No. 2-9 Attachment

SOLAR FACILITY AGREEMENTS

Lost City Renewables LLC

Muhlenberg County, Kentucky

Atcher, Landon and Jayme

Atcher, Stetson and Kari

Gardner, Harold Wayne

Naron, Nathan Trente and Whitney Nichole

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. [REDACTED]

(c) Renewal 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 an annual payment of [REDACTED], paid quarterly 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], [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 30 days’ 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 45 calendar days after the Extended Term Date, Lessee shall pay Lessor [REDACTED] [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 escalate at [REDACTED] beginning in the [REDACTED] 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 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

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

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

Section 4.3 Lessee's Improvements and Remediation

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

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

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

Section 4.4 Hazardous Materials

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

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED], for the period prior to the Extended Term Date, and [REDACTED], 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 [REDACTED] 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]

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

Section 9.3 Specific Performance

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

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

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

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

If to Lessor:

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.

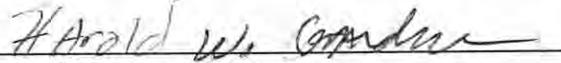
Section 10.13 State Specific Provisions

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

SOLAR OPTION AND LAND LEASE

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

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

RECITALS

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

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

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

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

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

ARTICLE I. PREMISES

Section 1.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. [REDACTED]

(b) Extended Term. [REDACTED]

(c) Renewal 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 by Lessee and the election of Lessors to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessors, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

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

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessors an annual payment of [REDACTED], paid quarterly 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 Lessors 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 30 days' written notice to Lessors; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date. Notwithstanding any other provision herein, if Lessee terminates this Agreement during the Option Period, then Lessee shall, upon such termination, pay to Lessors a full year of Option Rent less any payments that have already been paid toward the Option Rent during that year. These terms shall survive the termination of this Agreement.

Section 3.2 Annual Rent

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

(a) Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessors [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 escalate at [REDACTED], compounded yearly, beginning in the [REDACTED] of the Extended Term.

(b) If Lessee exercises the Option, the Annual Rent due for the first year of the Extended Term shall be decreased by the amount of Option Rent paid during the Option Period that is in excess of the rate of [REDACTED]. For the purposes of illustration of the application of this provision only, the following example is provided:

Ex: Lessee pays to the Lessors the sum of [REDACTED] during the Option Period, and at the conclusion of 3 years, Lessee exercises the Option to lease the Premises (thereby entering into the Extended Term). For purposes of this example only, the Lessee has paid such rate on all the acres covered by the option, and such acreage is 1000 acres. Thus, for the first year of the Extended Term only, the amount of Annual Rent owed by Lessee would be reduced by a total of forty-five thousand dollars (\$45,000.00) ([REDACTED]).

Section 3.3 Taxes, Assessments and Utilities

(a) Lessors 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 Lessors and located on the Premises. Subject to Section 3.3(c), if Lessors 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 Lessors 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 Lessors provide 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.

Section 3.4 Continuation of Payment Obligations

Notwithstanding any other provision of this agreement, the Lessee's obligations to pay rent, taxes, assessments and utilities under this Article or any other section of this agreement shall not terminate (and shall continue), or be reduced, by termination of the lease so long as the Lessee continues to utilize any portion of the Premises (including by leaving equipment on the Premises) and has not restored the Premises to its pre-construction condition and Lessee shall continue to pay such Annual Rent, taxes, assessments, and all other obligations set forth in this agreement due to Lessors until this agreement is both validly terminated and Lessee, or its agents, has ceased all operations and removed all equipment from the Premises as well as restored the Premises to as close to pre-construction conditions as reasonably practical.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessors as follows:

Section 4.1 Liens

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

Section 4.2 Permits and Laws

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

Section 4.3 Lessee's Improvements and Remediation

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

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

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

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

Section 4.4 Hazardous Materials

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

Section 4.5 Insurance

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

ARTICLE V. LESSORS COVENANTS

Lessors covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

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

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

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

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

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

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

Section 5.3 Hazardous Materials

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

Section 5.4 Cooperation; Further Assurances

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

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

Section 5.5 Estoppel Certificates

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

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

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

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

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

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

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

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

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

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

Section 7.2 Assignment

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

Section 7.3 Continuing Nature of Obligations

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

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

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

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

Section 8.2 Proceeds

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

Section 8.3 Force Majeure

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

ARTICLE IX. DEFAULT/TERMINATION/BONDING

[REDACTED]

Section 9.2 Surrender

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

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

Section 9.3 Specific Performance

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

Section 9.4 Restoration Bond

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

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

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

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

If to Lessors:

Landon and Jayme Atcher
904 W Whitmer St
Central City, KY 42330

If to Lessee:

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

Attn: Stewart Wood
Email: stw@cip.dk

Section 10.2 No Third Party Beneficiaries

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

Section 10.3 Entire Agreement

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

Section 10.4 Legal Matters

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

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

Section 10.5 Cooperation

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

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

Section 10.6 Waiver

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

Section 10.7 Relationship of Parties

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

Section 10.8 Confidentiality

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

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

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

Section 10.11 Multiple Owners

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

Section 10.12 Severability

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

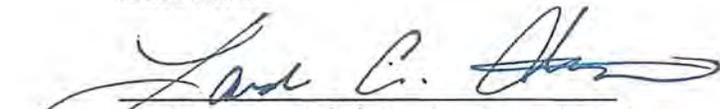
Section 10.13 State Specific Provisions

Reserved.

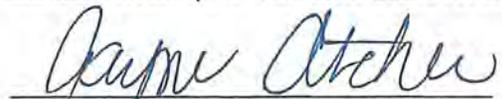
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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSORS:



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



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

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

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

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

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

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

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

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

B. THE EASEMENT:

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

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

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

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

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

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

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

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

Parcel 1 contains 105 acres

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

Parcel 2:

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

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

Parcel 2 contains 37.63 acres

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

Parcel 3:

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

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

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

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

Parcel 3 contains 5.94 acres

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

The Premises contains 148.57 acres.

EXHIBIT B

LANDOWNER DISCLOSURES

1. Farm Credit Mid-America mortgage

2. Oral farming lease

Exhibit C1

Other Leases

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

Exhibit C2Other Parcels
Stetson and Kari Atcher LeaseParcel 1:

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

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

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

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

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

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

Parcel 1 contains 977.72 acres

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

Parcel 2:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parcel 3:

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

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

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

Parcel 3 contains 73.00 acres

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

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

Excepted and Reserved Areas



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

Distance Area

24417.1225 m²
0.0244 km²
262823.4647 ft²
29202.6343 yd²
0.0094 mi²
6.0336 ac



26.27 mi 134.1152 mi (111.11)

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

Distance Area

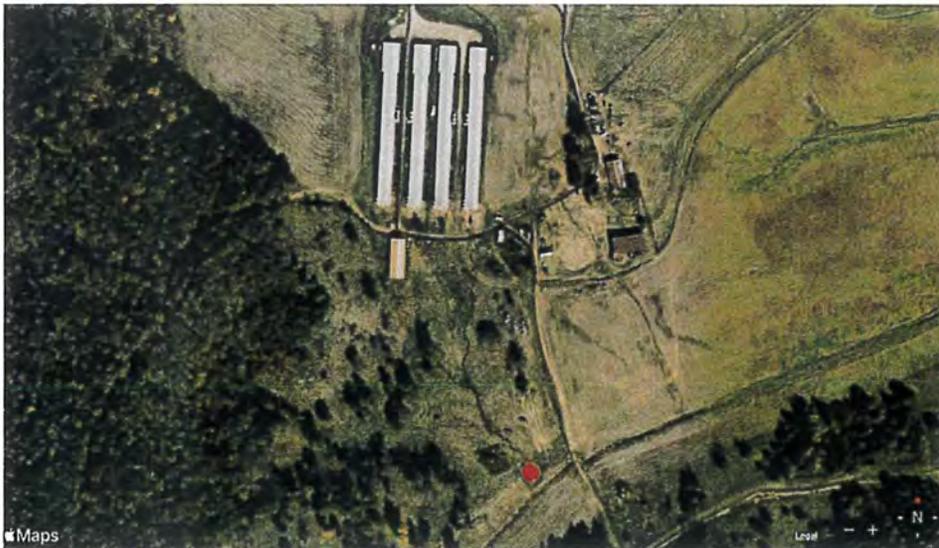
1262.8943 m²
0.0013 km²
13593.6679 ft²
1510.4089 yd²
0.0005 mi²
0.3121 ac



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Distance Area

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



Note: Press and hold the
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Distance Area

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

SOLAR OPTION AND LAND LEASE

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

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

RECITALS

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

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

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

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

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

ARTICLE I. PREMISES

Section 1.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. [REDACTED]

(b) Extended Term. [REDACTED]

(c) Renewal 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 by Lessee and the election of Lessors to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessors, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

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

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessors an annual payment of [REDACTED], paid quarterly 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 Lessors 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 30 days' written notice to Lessors; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date. Notwithstanding any other provision herein, if Lessee terminates this Agreement during the Option Period, then Lessee shall, upon such termination, pay to Lessors a full year of Option Rent less any payments that have already been paid toward the Option Rent during that year. These terms shall survive the termination of this Agreement.

Section 3.2 Annual Rent

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

(a) Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessors [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 escalate at [REDACTED] of the Extended Term.

(b) If Lessee exercises the Option, the Annual Rent due for the first year of the Extended Term shall be decreased by the amount of Option Rent paid during the Option Period that is in excess of the rate of [REDACTED]. For the purposes of illustration of the application of this provision only, the following example is provided:

Ex: Lessee pays to the Lessors the sum of [REDACTED], per year for three (3) years during the Option Period, and at the conclusion of 3 years, Lessee exercises the Option to lease the Premises (thereby entering into the Extended Term). For purposes of this example only, the Lessee has paid such rate on all the acres covered by the option, and such acreage is 1000 acres. Thus, for the first year of the Extended Term only, the amount of Annual Rent owed by Lessee would be reduced by a total of forty-five thousand dollars (\$45,000.00) ([REDACTED]).

Section 3.3 Taxes, Assessments and Utilities

(a) Lessors 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 Lessors and located on the Premises. Subject to Section 3.3(c), if Lessors 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 Lessors 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 Lessors provide 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.

Section 3.4 Continuation of Payment Obligations

Notwithstanding any other provision of this agreement, the Lessee's obligations to pay rent, taxes, assessments and utilities under this Article or any other section of this agreement shall not terminate (and shall continue), or be reduced, by termination of the lease so long as the Lessee continues to utilize any portion of the Premises (including by leaving equipment on the Premises) and has not restored the Premises to its pre-construction condition and Lessee shall continue to pay such Annual Rent, taxes, assessments, and all other obligations set forth in this agreement due to Lessors until this agreement is both validly terminated and Lessee, or its agents, has ceased all operations and removed all equipment from the Premises as well as restored the Premises to as close to pre-construction conditions as reasonably practical.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessors as follows:

Section 4.1 Liens

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

Section 4.2 Permits and Laws

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

Section 4.3 Lessee's Improvements and Remediation

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

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

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

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

Section 4.4 Hazardous Materials

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

Section 4.5 Insurance

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

ARTICLE V. LESSORS COVENANTS

Lessors covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

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

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

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

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

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

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

Section 5.3 Hazardous Materials

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

Section 5.4 Cooperation; Further Assurances

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

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

Section 5.5 Estoppel Certificates

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

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

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

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

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

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

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

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

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

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

Section 7.2 Assignment

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

Section 7.3 Continuing Nature of Obligations

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

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

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

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

Section 8.2 Proceeds

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

Section 8.3 Force Majeure

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

ARTICLE IX. DEFAULT/TERMINATION/BONDING

[REDACTED]

Section 9.2 Surrender

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

Section 9.3 Specific Performance

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

Section 9.4 Restoration Bond

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

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

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

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

If to Lessors:

Stetson and Kari Atcher
11 Patty Lane
Sacramento KY 42372

If to Lessee:

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

Section 10.2 No Third Party Beneficiaries

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

Section 10.3 Entire Agreement

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

Section 10.4 Legal Matters

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

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

Section 10.5 Cooperation

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

Section 10.6 Waiver

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

Section 10.7 Relationship of Parties

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

Section 10.8 Confidentiality

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

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

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

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

Section 10.11 Multiple Owners

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

Section 10.12 Severability

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

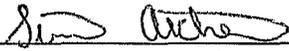
Section 10.13 State Specific Provisions

Reserved.

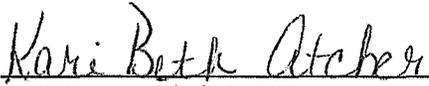
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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSORS:



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



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

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

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

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

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

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

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

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

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

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

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

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

Parcel 2:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parcel 3:

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

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

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

Parcel 3 contains 73.00 acres

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

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

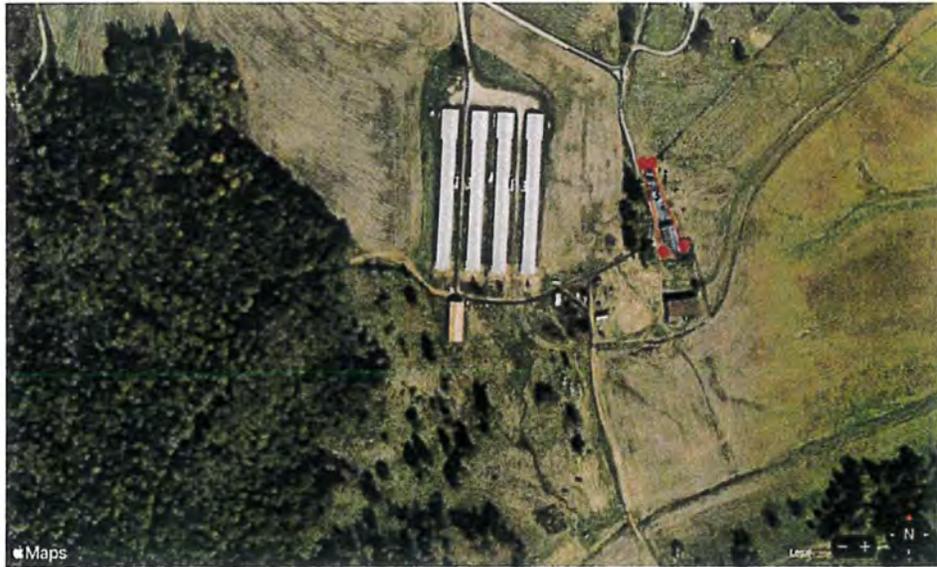
Excepted and Reserved Areas



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

Distance Area

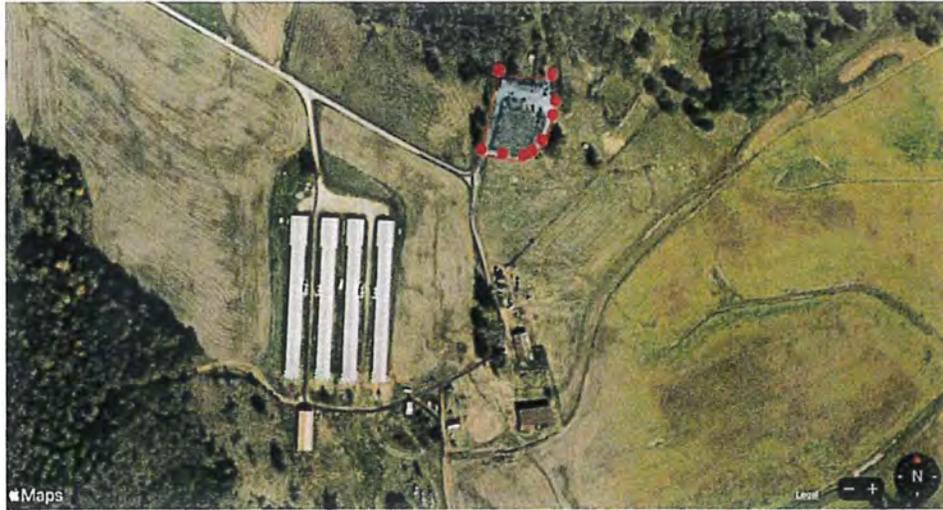
24417.1225 m²
0.0244 km²
262823.4647 ft²
29202.6343 yd²
0.0094 mi²
6.0336 ac



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

Distance Area

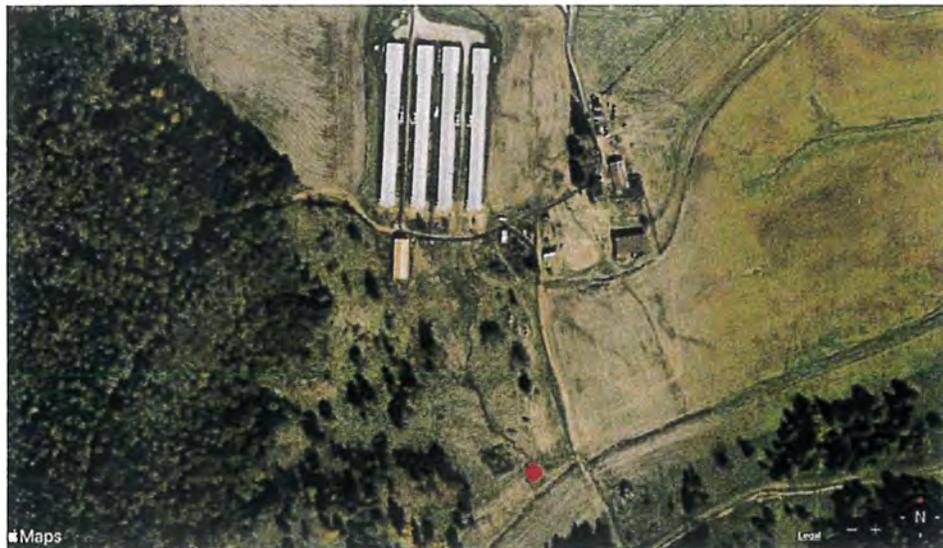
1262.8943 m²
0.0013 km²
13593.6679 ft²
1510.4089 yd²
0.0005 mi²
0.3121 ac



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Distance Area

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



Note: Press and hold the
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Distance Area

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

EXHIBIT B

LANDOWNER DISCLOSURES

1. Mortgages to Farm Credit Mid America

2. Oral hunting lease month to month

Oral farming lease

Exhibit C1

Other Leases

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

Exhibit C2

Other Parcels
Landon and Kari Atcher Lease

Jayme

Parcel 1:

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

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

B. THE EASEMENT:

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

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

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

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

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

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

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

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

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

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

Parcel 2:

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

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

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

Parcel 3:

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

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

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

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

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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, made and entered into this the 24 day of ~~December~~, ^{Jan. 5} 2024, by and between **Nathan Trente Naron and wife, Whitney Nichole Naron, PARTIES OF THE FIRST PART/SELLERS**, and **Stetson Atcher and wife, Kari Beth Atcher**, of Muhlenberg County, Kentucky, **PARTIES OF THE SECOND PART/ PURCHASERS**.

WITNESSETH:

Parties of the Second Part desires to purchase the real property located in Penrod, KY and having road front on State Route 949 more particularly described in that Deed of Conveyance to now of record in Deed Book 575, page 457 in the Office of the Clerk of Muhlenberg County (said property having a PVA reference number of 225-00-00-025.000) along with the mobile home and improvements located on such real property, hereafter sometimes referred to as the "Property".

Parties of the Second Part herein agree to purchase said Property, and the Parties of the First Part agrees to sell said Property, on the terms and conditions specified herein below:

NOW THEREFORE, in consideration of the premises the Parties of the First Part and Second Part do covenant, contract and agree each with the other as follows:

1. The Parties of the Second Part shall pay to the Parties of the First Part the sum of \$99,999.00, with such sum being due and payable at closing, but on the following terms: at closing, the Second Parties shall pay to First Parties the sum of \$50,000, subject to adjustment on the terms set forth herein, and shall pay another \$49,999, subject to adjustment (for costs and obligations set forth in this agreement) and to payment terms as set forth herein and which shall be reflected in the deed delivered at closing.
2. Date for closing shall be established by agreement of the Parties herein but shall be within ninety days following the last party's execution of this agreement or by agreement of the parties.



3. Parties of the First Part agree to deliver to Parties of the Second Part a General Warranty Deed conveying an unencumbered, good, marketable, fee simple title to the premises to the Parties of the Second Part, without any exceptions whatsoever, except for the lien of ad valorem property taxes assessed or to be assessed for the current year in which the closing occurs and except for all legal easements, restrictions and rights of way of record but the deed shall reserve a vendor's lien for the unpaid balance of \$50,000, with terms reflecting the adjustments identified herein and also the right of First Parties to reside at the Property for up to one year following closing. The Deed shall be in proper form for recording, duly executed by the Parties of the First and Second Parts. In addition, at closing, the First Parties shall deliver a duly executed mobile home title for the mobile home on the property, in proper form to effectuate transfer to Second Parties. In the event that there is a title defect of any kind, the Parties of the First part shall indemnify and hold harmless the Second Parties from any claim arising from any such defect. In the event there is a title defect for the mobile home or for the real property, then Parties of the Second Part may elect to terminate this agreement without penalty. Further, if a defect in the title is discovered following execution of this contract and Second Parties do not elect to terminate this agreement then such defect shall be resolved in full at the sole cost and expense of the First Parties.
4. Parties of the Second Part shall pay all recording costs, title examination costs, and one half of the closing costs, while Parties of the First Part shall be responsible for ½ of the closing costs, the cost of deed preparation, which deed shall be prepared by an attorney at the selection Second Parties, and the transfer tax. The initial payment to First Parties shall reflect these costs and adjustments, as well as any other costs set forth above that may their obligation.
5. During the period following the closing, the First Parties shall have the right to reside at the Property for one year following such closing but shall have the obligation to maintain the property in good condition and in a good state of repair, as well as pay the utilities,



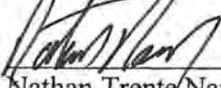
maintenance, cost of property insurance (such property insurance to be obtained by Second Parties, with First Parties having the obligation to reimburse for the period of their occupancy), and property taxes for the Property while either of them reside at the Property. In the event that such obligations are not met, then the Second Parties may enter onto and possess the Property prior to the expiration of the one-year mark.

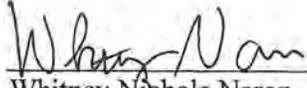
6. Further, upon the First Parties surrendering possession of the Property, then the Second Parties shall pay to the First Parties the remainder of the purchase price, except that such price may reflect adjustments relating to the unpaid obligations or liabilities of the First Parties. The deed of conveyance delivered at closing shall reflect the substance of these terms. Thus, although the First Parties may live at the Property for one year following closing, they may vacate the Property before that time and, upon them vacating, then the Second Parties shall pay the remaining purchase price.
7. Notwithstanding any other provision, the Second Parties' obligation to perform under this agreement is contingent upon them securing an agreement for Lost City Renewables, LLC to acquire a property interest in the Property from them on the same price terms as set forth herein for Second Parties. In the event that the Second Parties are unable to obtain such an agreement following good faith efforts, then their obligations herein shall terminate without penalty.
8. The parties may seek specific performance from a court regarding the performances described, referenced, or identified herein.

IN WITNESS WHEREOF, witness the signature of the parties hereto, this the date and year first hereinabove written.

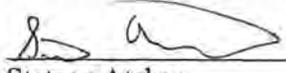


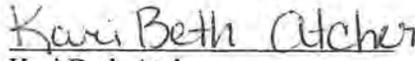
PARTIES OF THE FIRST PART:


Nathan Trente Naron


Whitney Nichole Naron

PARTIES OF THE SECOND PART:


Stetson Atcher


Kari Beth Atcher

STATE OF KENTUCKY)
) ss:
COUNTY OF MUHLENBERG)

The foregoing **Agreement to Purchase Real Estate** was sworn to, subscribed, produced and acknowledged before me by Nathan Trente Naron and wife, Whitney Nichole Naron, to be their respective free acts and deeds, on this the 27 day of December, 2024.

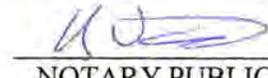
My Commission expires: 1-26-26


NOTARY PUBLIC

STATE OF KENTUCKY)
) ss:
COUNTY OF MUHLENBERG)

The foregoing **Agreement to Purchase Real Estate** was sworn to, subscribed, produced and acknowledged before me by Stetson Atcher and wife, Kari Beth Atcher, to be their free acts and deeds, on this the 27 day of Jan., 2024.

My Commission expires: 1-26-26


NOTARY PUBLIC KY 00044058

Prepared by:

BY: 
RYAN DRISKILL
P. O. Box 370
Greenville, KY 42345



SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease ("**Agreement**") is made as of this 24 day of January, 2025 ("**Effective Date**") between Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife ("**Lessors**"), and Lost City Renewables LLC, a Delaware limited liability company ("**Lessee**"). Lessors and Lessee are referred to individually herein as "**Party**" and are collectively referred to as "**Parties**".

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

RECITALS

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

B. Jan. 24, 2025 Lessor has entered into that certain Real Estate Purchase Agreement dated Jan. 24, 2025 ("**Naron-Atcher Agreement**") by and between Lessor and Nathan Trente Naron and wife, Whitney Nichole Naron ("**Prior Owner**") pursuant to which Lessor will purchase from Prior Owner the fee interest that certain real property located in Muhlenberg County, Kentucky, more particularly described on the attached Exhibit A ("**Premises**"). 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.

C. Upon Lessor's acquisition of the Premises under the Naron-Atcher Agreement Lessors desire to grant Lessee an option to lease the Premises and, upon Lessee's election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

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

ARTICLE I. PREMISES

Section 1.1 General

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

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors,



fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

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

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

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

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

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

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

(ii) Lessor and Lessee acknowledge that, pursuant to the Naron-Atcher Agreement, Owner's fee interest in the Property may be encumbered by (i) a vendor's lien or other lien in favor of Prior Owner in an amount up to [REDACTED] "**Prior Owner's Lien**"), and/or (ii) a right to possession by Prior Owner for a period of time of up to 1 year after the Effective Date ("**Prior Owner's Right to Possession**"). For a period of 1 year after the Effective Date Lessee's interests in the Premises under this Agreement shall be subject to Prior Owner's Right to Possession.

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



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

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

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

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



ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. [REDACTED]

(b) Extended Term. [REDACTED]

(c) Renewal 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 by Lessee and the election of Lessors to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessors, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's



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

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

(a) Within [REDACTED] after the Effective Date, Lessee shall pay to Lessor [REDACTED] (“**Initial Option Rent**”). Lessee’s obligation to pay the Initial Option Payment is expressly conditioned on (i) Lessor closing on the transaction contemplated in the Naron-Atcher Agreement and otherwise acquiring a fee interest in the Property, and (ii) upon Lessor’s acquisition of the fee interest in the Property, Lessor executing, in written form reasonably prepared by Lessee, a ratification of this Agreement as to Lessor’s then-acquired fee interest; in each case provided, however, that upon Lessor’s request Lessee shall reasonably cooperate with Lessor in directing the Initial Option Rent to satisfy Lessor’s payment obligations under the Naron-Atcher Agreement

(b) Lessee shall pay to Lessor a further payment of [REDACTED] (“**Second Option Rent**”). The Second Option Payment shall be due on the earlier of the first anniversary of the Effective Date or the earlier date in which Prior Lessor’s Right to Possession expires and Lessor provides notice to Lessee of the same. Lessee’s obligation to pay the Second Option Payment is expressly conditioned on Lessor curing and releasing of record the Prior Lessor’s Lien, provided, however, that upon Lessor’s request Lessee shall reasonably cooperate with Lessor in directing the Second Option Payment to satisfy the Prior Lessor’s Lien

(c) If Lessee terminates this Agreement for any reason other than a default by Lessor prior to the payment of the Initial Option Rent and Second Option Rent, then Lessee’s obligation to pay the Initial Option and Rent and Second Option Rent shall expressly survive the early termination of this Agreement.

Section 3.2 Annual Rent

Rent during the Extended Term and any Renewal Term shall be paid as follows: Within [REDACTED] [REDACTED] after the Extended Term Date, Lessee shall pay Lessors rent annually in the amount of One Dollar (\$1.00) (“**Annual Rent**”) on or before [REDACTED] during each year of the Extended Term, beginning in the first full calendar year of the Extended Term.

Section 3.3 Taxes, Assessments and Utilities

(a) Starting in the first full tax year after the Effective Date, Lessee 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 Lessee and located on the Premises. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to deliver tax bills or statements to Lessee, but where Lessee is unable to do so Lessor may elect to (i) deliver to Lessee any tax bills or statements at least 30 days prior to the time such



payments are due, or (ii) pay any relevant taxes, in which event Lessee shall reimburse Lessor for the amount of any taxes within 30 days after Lessor provides a tax bill or statement to 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.

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

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

Section 3.4 Continuation of Payment Obligations

Notwithstanding any other provision of this agreement, the Lessee's obligations to pay rent, taxes, assessments and utilities under this Article or any other section of this agreement shall not terminate (and shall continue), or be reduced, by termination of the lease so long as the Lessee continues to utilize any portion of the Premises (including by leaving equipment on the Premises) and has not restored the Premises to its pre-construction condition and Lessee shall continue to pay such Annual Rent, taxes, assessments, and all other obligations set forth in this agreement due to Lessors until this agreement is both validly terminated and Lessee, or its agents, has ceased all operations and removed all equipment from the Premises as well as restored the Premises to as close to pre-construction conditions as reasonably practical.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessors as follows:

Section 4.1 Liens

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

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its



sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessors where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessors shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessors for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessors, shall be controlled and directed by Lessee, but Lessee shall protect Lessors from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

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

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

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

Section 4.4 Hazardous Materials

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

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED], for the period prior to the Extended Term Date, and [REDACTED] for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Solar Facilities and Premises may be provided



as part of a blanket policy that covers other solar facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSORS COVENANTS

Lessors covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

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

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

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

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



Section 5.3 Hazardous Materials

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

Section 5.4 Cooperation; Further Assurances

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

Section 5.5 Estoppel Certificates

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



[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 Lessors. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

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

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



Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

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

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessors agree, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessors any amounts which are due to Lessors from Lessee, (ii) pay Lessors any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

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



Section 7.3 Continuing Nature of Obligations

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

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

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

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

Section 8.2 Proceeds

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

Section 8.3 Force Majeure

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



ARTICLE IX. DEFAULT/TERMINATION/BONDING

[REDACTED]

Section 9.2 Surrender

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

Section 9.3 Specific Performance

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

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

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



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

If to Lessors:

Stetson and Kari Atcher
11 Patty Lane
Sacramento KY 42372

If to Lessee:

Lost City Renewables LLC
c/o Copenhagen Infrastructure IV K/S
412 W 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 Lessors and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

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

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



Section 10.5 Cooperation

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

Section 10.6 Waiver

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

Section 10.7 Relationship of Parties

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

Section 10.8 Confidentiality

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



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

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

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

Section 10.11 Multiple Owners

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

Section 10.12 Severability

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



Section 10.13 State Specific Provisions

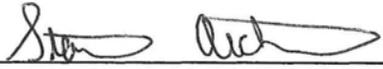
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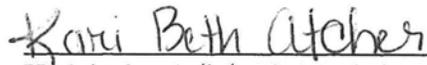


IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSORS:



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



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

Lessee's Signature Page to Solar Option and Land Lease

(KY)- Stetson and Kari Atcher



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

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

By: *Brian Wright*

Name: Brian Wright

Title: VP Lost City Renewables, LLC

Dated: 01/27/2025



EXHIBIT A

DESCRIPTION OF PREMISES

Tract 1:

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

There is excepted from the above described property the following:

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

Tract 2:

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

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

Being the same property conveyed to Prior Owner from Robert N. Garrett and Sheila Garrett, husband and wife, by deed dated July 10, 2015 and of record in Deed Book 575, Page 457 in the office of the Muhlenburg County Clerk.

Parcel ID No. 225-00-00-025.000



After Recording Return To:
Husch Blackwell LLP
Attn: Tina Chamblee
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 30th day of August, 2025, by and between Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife (“**Lessors**” or “**Grantors**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Lessee**” or “**Grantee**”). Lessors and Lessee may hereafter be referred to as, together, the “**Parties**”.

RECITALS

D. Lessors and Lessee have entered into a certain a Solar Option and Land Lease (“**Lease**”), dated Jan. 24, 2025, 2025 (“**Effective Date**”), whereby Lessors have 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, Kentucky, and being more particularly described on the attached Exhibit A (“**Premises**”).

E. 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. Lessors and Lessee have entered into the Lease to lease and demise the Premises for solar energy purposes and to grant access and solar easements. 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 Term**”) commences on the Effective Date and expires August 31, 2025. If, prior to the expiration of the Option Term, 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 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 4 additional periods of 5 years (each a “**Renewal Term**”).

3. Subject in all respects to the terms and conditions of the Lease, Lessors have agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Lessors 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 Lessors’ 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.

[signatures on following page]



EXHIBIT A

DESCRIPTION OF PREMISES

Tract 1:

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

There is excepted from the above described property the following:

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

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Being the same property conveyed to Prior Owner from Robert N. Garrett and Sheila Garrett, husband and wife, by deed dated July 10, 2015 and of record in Deed Book 575, Page 457 in the office of the Muhlenburg County Clerk.

Parcel ID No. 225-00-00-025.000

Lessor's Signature Page to Memorandum of Lease



Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-10:

Detail any contracts by which Lost City Renewables has paid, has negotiated to pay, or any compensation paid to non-participating landowners, whether cash or otherwise, near the project. Include the terms of the agreements and which properties are involved in terms of distance to the project boundaries.

Response:

The Applicant has not negotiated any contracts or paid any compensation to non-participating owners.

Witness: Sean Joshi

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-11

Number 11 was omitted from the requests for information.

Response: N/A

Witness: N/A

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-12:

Detail any communications with members of the public, including neighboring landowners, regarding construction noise.

Response:

The Applicant discussed potential construction noise with some members of the public during the public meeting. Concern was raised in one public comment submitted about sitting outside and enjoying the rural quiet. The focus of the comment appeared to be about potential long-term operational noise as opposed to construction noise. Based on discussions with the Applicant's local representative, neighbors have not raised questions about potential construction noise. A second public meeting is scheduled for May 5 (attachment 2-12).

Witness: Marty Marchaterre

PUBLIC NOTICES

achieved in totes or carts.

SECTION 9: PENALTIES

9.1: It shall be the duty of the Solid Waste Coordinator to serve or cause to be served upon the owner or occupant of any premises on which there is kept or maintained any public nuisance in violation of the provisions of this Ordinance and to demand the abatement of the nuisance.

9.2: If the person so served does not abate the nuisance within 30 days, the County may proceed to abate such nuisance, keeping an account of the expense of the abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for 30 days after receipt by the violator, the County may file a statement of lien against the subject real property in the office of the County Clerk.

9.3: Any person violating any of the provisions of this Ordinance or any lawful rules or regulations promulgated pursuant thereto, upon conviction, shall be punished by a fine of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500), provided that each day's violation thereof shall be a separate offense for the purpose hereof. Violators of this Ordinance may be issued a citation by the County Sheriff or any authorized police officer. This fine is an addition to any cost associated with the cost of clean-up or removal of the nuisance.

9.4: When the County must clean up and remove an open dump to insure, protection of the public health and safety and when the responsible party can be identified, the Solid Waste Management Coordinator shall require these persons to reimburse the County for the actual costs incurred. Recoverable costs include but are not limited to costs for site assessment and evaluation, labor, equipment, disposal, and legal fees. Should other means of collection prove ineffective, the County may seek such reimbursement of funds ninety (90) days following the completion of the cleanup. Such cost recovery should not apply to property owners who are the victim of illegal dumping of solid waste without their knowledge or beyond their reasonable control.

SECTION 10: SEVERABILITY CLAUSE

The provisions of this Ordinance are severable and if any provisions or part thereof shall be held invalid or unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not affect or impair the remaining provisions of this Ordinance.

SECTION 11: EFFECTIVE DATE

This Ordinance shall take effect and be in full force immediately upon adoption and all Ordinances or parts of other Ordinances conflicting with this Ordinance are hereby amended and/or repealed, as applicable, as so allowable by applicable law. Any Ordinance or parts thereof not in conflict with the foregoing remain valid and in full force and effect.

UPON MOTION DULY MADE, SECONDED, FIRST READ AND APPROVED on this the 10th day of

PUBLIC NOTICES

**April, 2025
SECOND READING, APPROVED AND ADOPTED on this the _____ day of _____, 2025.**

Mack McGehee
Muhlenberg County Judge Executive

ATTEST:

Clerk,
Muhlenberg County
Fiscal Court
5-6c

PUBLIC NOTICES

INVITATION TO BID

The Muhlenberg County Fiscal Court will be accepting sealed bids on the following items until 2:00 p.m. on April 26, 2025. Bids shall be delivered to the office of Muhlenberg County Judge Executive, P.O. Box 137, 100 South Main St., Greenville, KY 42345.

ITEMS TO BE BID:

1. Crushed stone in various sizes
2. Bituminous concrete binder mix
3. Bituminous concrete surface mix

The Muhlenberg County Fiscal Court reserves the right to reject any and all bids and to waive all formalities in the awarding of the bids. 4-22c

PUBLIC NOTICES

INVITATION TO BID

Sealed bids will be received by Muhlenberg County Fiscal Court,

NOTICE OF PUBLIC HEARING

The Public Service Commission of Kentucky issued an order on January 21, 2025, scheduling a hearing to be held on May 13, 2025, at 9 a.m., Eastern Daylight Time, in the Richard Raff Hearing Room at the offices of the Public Service Commission located at 211 Sower Boulevard in Frankfort, Kentucky, for Case No. 2024-00326. This is an examination of the Electronic 2024 Joint Integrated Resource Plan of Louisville Gas and Electric Company and Kentucky Utilities Company.

This hearing will be streamed live and may be viewed on the PSC website, psc.ky.gov.

Public comments may be made at the beginning of the hearing. Those wishing to make oral public comments may do so by following the instructions listed on the PSC website, psc.ky.gov.

Louisville Gas and Electric Company and
Kentucky Utilities Company
2701 Eastpoint Parkway
Louisville, Kentucky 40223

PUBLIC NOTICE

The Muhlenberg County Fiscal Court will conduct a public comment period to consider amending the Area's Solid Waste Management Plan. The proposal was submitted to the Kentucky Environmental and Public Protection Cabinet, Division of Waste Management, in accordance with KRS 224.43-340 and 401 KAR 49.011, Section 4. The updated plan, if approved, will replace the existing plan and serve as the new basis for handling solid waste in Muhlenberg County: The proposed plan amendment is available for public inspection beginning April 22, 2025 at the following locations during their normal business hours:

Muhlenberg County Judge Executive's Office
100 South Main St.
Greenville, KY 42345.

Muhlenberg County Solid Waste Coordinator's Office
619 Muhlenberg Dr.
Greenville, KY 42345.

Additional information about the updated plan is available from Mack McGehee, Muhlenberg County Judge Executive at 270-338-2520.

Anyone unable to review the plan at the above locations may call and request that a copy of the relevant pages be mailed to them. Any person wishing to comment on the plan amendment may do so by providing comments no later than close of business on the 30th day of the public notice, May 22, 2025 to the Muhlenberg County Fiscal Court at 100 South Main St., Greenville KY 42345. Any person wishing to be heard at a public hearing must make a request either via telephone 270-338-2520, email m.mcgehee@muhlenbergcountyky.org or written communication, to the governing body identified above, no later than close of business (COB) on the 30th day.

A public hearing is scheduled on May 29, 2025 at 3:45 p.m. to receive public comments on the plan update. The hearing will be held in the Muhlenberg County Courthouse in the Fiscal Courtroom at 100 South Main St., Greenville, KY 42345. If the Muhlenberg County Fiscal Court receives no requests for a public hearing, the public hearing may be cancelled. The Muhlenberg County Fiscal Court will respond to written comments within 15 days of the close of the public comment period, will consider the proposed plan amendment and will take action determining the amendment at the June 12, 2025 Muhlenberg County Fiscal Court meeting.

Mack McGehee
Muhlenberg County Judge Executive

PUBLIC NOTICES

Greenville, Kentucky for fuel and oil products for Fiscal Year 2025/2026. Items to be bid shall include gasoline, diesel fuel, motor oil, anti-freeze, transmission fluids, hydraulic oil, and grease.

Bids will be a cost plus (cents) on all products.

Bids shall be submitted to the office of the County Judge Executive, P.O. Box 137, Greenville, KY 42345 (270) 338-2520 no later than 2:00 p.m. on April 26, 2025.

The Muhlenberg County Fiscal Court reserves the right to reject any and all bids. 4-22c

PUBLIC NOTICES

The following Estates have been Probated and Fiduciary appointments made in the Muhlenberg District Court. Creditors are notified that all claims against said estates must be filed within six (6) months from the date of appointment.

On April 11, 2025, the estate of Winnie J. Gossett, 4630 State Route 175 South, Graham, Kentucky 42344 to Ellen Gossett, Executrix, 105 Wilson Street, Greenville, Kentucky 42345.

Attorney representing estate: Beau Sparks, P.O. Box 569, Greenville, Kentucky 42345.

On April 14, 2025, the estate of Dorothy Lee Sullivan, 3699 State Route 181 North, Greenville, Kentucky 42345 to Sherri

PUBLIC NOTICES

Fleming, Co-Executrix, 271 New Paradise Lane, Greenville, Kentucky 42345 and Phyllis Caskey, Co-Executrix, 604 West 4th Avenue, Central City, Kentucky 42330. Attorney representing estate: Alexandria Panarell, 166 North Main Street, Greenville, Kentucky 42345. 4-22c

PUBLIC NOTICES

The following settlements have been filed in the Muhlenberg County District Court Office.

Periodic Settlement of Morton Neal Page to Richard Neal Page, Executor. 4-22c

PUBLIC NOTICES

Notice of towing and storage lien and pending sale. 2010 Ford Mustang VIN 1zvp8en1a5168366. Owner Amanda Conway and Lien holder Landmark Financial of Powderly, Kentucky have notice to claim before date of sale which will be no earlier than 5/15/25. Stanley's Towing, 399 Bethlehem Cemetery Lane, Sacramento, Kentucky 42372. 5-6c

SUBSCRIBE TODAY!

District Court

The following fines were recently handed down in Muhlenberg County District Court:

- Jason Anthony Belows, no operators/moped license, \$403
- Damien Lamont Boards, speeding and reckless driving, \$193
- Tirell Brook, theft by unlawful taking or disposal, \$263
- Edward K. Brown, menacing and criminal mischief second degree, \$213
- Candace Moore, harassing communications, \$243
- Ryan J. Mata, hindering apprehension/prosecution second degree, \$393
- Dustin Alan Jones, obstructed vision and/or windshield, no/expired registration plates, operating on suspended/revoked operators license, and failure of owner to maintain required insurance/security, \$613
- Ronald Neil Lenczowski, failure of owner to maintain required insurance/security first degree, possession of synthetic drugs first offense, and drug paraphernalia buy/possess, \$313
- Weston Whitehouse, illegal take/pursue deer/wild turkey and resident hunting/trapping without license/permit, \$363
- Kenan Hunter, failure to or improper signal, failure to notify address change to dept of transportation, assault in the fourth degree police/probation officer, fleeing or evading police third degree, resisting arrest, criminal mischief second

PUBLIC NOTICES

LOST CITY RENEWABLES LLC is proposing to develop, construct, own, and operate Lost City Solar, a 250-megawatt solar project located 0.4 miles east of Penrod and 1.25 miles northeast of Dunmor in Muhlenberg County, Kentucky. The proposed project will encompass approximately 1,413 acres of private land. The facility will consist of solar photovoltaic panels and the associated racking systems, electric equipment, project substation and transformer, utility switching station, and underground electrical connection lines.

The Company is hosting a public meeting for the community to learn more about the proposed project, with Project representatives available to answer questions.

The public meeting will be held on Monday, May 5, 2025, from 10-11 am at the Muhlenberg Economic Growth Alliance (MEGA) Center, 50 Career Way, Central City, KY 42330.

Additionally, you may email questions to contact@lostcitysolar.com or contact (843) 510-5254. 4-22c

View Public Notices from Muhlenberg County and nearly 100 newspapers in Kentucky by visiting kypublicnotice.com

A service of



KPA
KENTUCKY PRESS ASSOCIATION

PUBLIC NOTICES

VFW Post 5478, 1424 State Route 176, Greenville, Kentucky 42345 hereby declares its intention(s) to apply for a Quota Retail Drink, NQ4 Beverage license no later than May 1, 2025.

The business to be licensed will be located at 1424 State Route 176, Greenville, Kentucky 42345 doing business as VFW Post 5478. The (owner(s); Principal Officers and Directors; Limited Partners; or Members) are as follows: Commander, Heath Jordan of 425 Bradford Street, Beechmont, Kentucky 42323.

Sr. Vice Commander, Joe Roney of 209 Maple Street, Powderly, Kentucky 42367.

Quarter Master, Leslie Duncan of 113 Maple Street, Powderly, Kentucky 42367.

Any person may protest the approval of the license by writing the Department of Alcoholic Beverage Control, 500 Mero Street 2NE33, Frankfort, Kentucky 40601 within thirty (30) days of the date of legal publication. 4-22pd



Advertising is the KEY

Top 9 Reasons to advertise frequently

1. People may not need your product or service today, but they may need it tomorrow.
2. Frequency builds trust.
3. Frequent advertising adds credibility to your message.
4. When an ad is seen frequently, it gets the consumer yearning for your service and they will take action to buy it.
5. Advertising frequently helps put your name out in front of the competition's.
6. Advertising frequently is a lot like repeatedly inviting a friend to come see you. One day, they are bound to visit!
7. Frequent advertising helps you build a steady source of incoming sales.
8. Out of sight, out of mind.
9. You make more money when you do! It's plain and simple.

Leader-News

Call 270-754-3000 to talk to a sales representative today!

Leader-News

P.O. Box 471, Central City, KY 42330

P.O. Box 138, Greenville, KY 42345

Phone: 270-754-3000

Fax: 270-754-9484

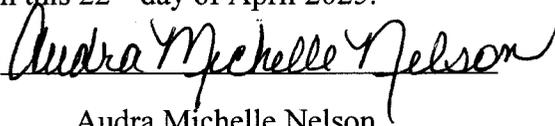
NEWSPAPER AFFIDAVIT

I, Cate Brown, Editor of the Leader-News Newspaper published at Central City and having the largest general circulation of any newspaper in Muhlenberg County, Kentucky do hereby certify that from my own knowledge and a check of the files of this newspaper that the Public Notice for the meeting being held by Lost City Renewable LLC at the Muhlenberg Economic Growth Alliance (MEGA) Center on May 5, 2025 from 10-11 am was inserted on April 22, 2025 on Page A-11.



Subscribed and Affirmed to Before Me By Cate Brown this 22nd day of April 2025.

My Commission Expires 09/14/28 - ID #KYNP14996



Audra Michelle Nelson

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-13:

State the number of residential structures that may have a view of any portion of the Project, including fencing, solar arrays, substation or other infrastructure.

Response:

The Applicant is preparing a viewshed analysis to evaluate whether residential structures would have a view of any portion of the Project, including fencing, solar arrays, substation, or other infrastructure. This analysis should be completed shortly and will be provided to the Kentucky Siting Board in a supplemental response.

Witness: Shane Kelley

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-14:

Provide a map of the residential structures that may have a view of any portion of the Project.

Response:

The Applicant is preparing a viewshed analysis to evaluate whether residential structures would have a view of any portion of the Project, including fencing, solar arrays, substation, or other infrastructure. This analysis should be completed shortly and will be provided to the Kentucky Siting Board in a supplemental response.

Witness: Shane Kelley

Case No. 2024-00406
Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-15:

Explain any plans to coordinate with local landowners or others in case of complaints or other issues that might arise during the course of construction or operations.

Response:

A Complaint Resolution Plan was developed and provided in response to KSB Information Request 1 as attachment KSB 3 – Complaint Resolution Plan, which details the complaint filing and review processes (see attachment 2-15). The Applicant would notify residents and businesses within 2,400 feet of the Project Area boundary about the construction plan, noise potential, any mitigation plans, and this Complaint Resolution Program at least one month prior to the start of construction. As stated in the Complaint Resolution Plan, the Applicant will regularly check all modes of communication for any filed complaints and coordinate with the complainant within 72 hours of receiving the complaint. The Applicant has committed to addressing and/or resolving complaints as soon as practicable but within 30 days unless extenuating circumstances exist.

Witness: Marty Marchaterre

Lost City Solar Complaint Resolution Plan

Lost City Renewables LLC



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Lost City Solar Complaint Resolution Plan—Introduction

Lost City Renewables LLC (Lost City Renewables) is proposing the construction and operation of the Lost City Solar Project (Project) on approximately 1,413 acres near Penrod and Dunmor, Kentucky. The Project, which will be located on leased private land, will include a commercial-scale solar power project and the associated solar photovoltaic panels, racking systems, electric equipment, a project substation and transformer, a utility switching station, and underground electrical connection lines.

Lost City Renewables endeavors to ensure the Project is constructed and the facility is operated in responsible manners to minimize the Project's impact on nearby residents or those passing through the area.

Lost City Renewables will construct and operate the Project in accordance with all applicable federal, state, and local laws and permits. However, to address concerns of residents that might occur during construction, operation, or decommissioning, a Complaint Resolution Plan (Plan) has been established. The Plan defines a process for receiving, investigating, and addressing complaints.

Purpose of Complaint Resolution Plan

The purpose of this Complaint Resolution Plan is to establish a process and procedures for the public to notify Lost City Renewables if concerns arise during the construction, operation, or decommissioning of the proposed Project. This Plan includes commitments for addressing public complaints, and the Plan includes procedures for dispute resolution during Project construction, operation, or decommissioning activities. The Complaint Resolution Plan includes steps for informing the public about the complaint process, the process for registering a complaint, protocols for gathering and analyzing information regarding complaints, and procedures that may be unique for certain types of complaints (e.g., noise) or for different stages of the Project (e.g., construction and operation). The Plan also describes actions Lost City Renewables would take if a complaint were to remain unresolved after all these steps are followed.

Complaint Filing Process

Individuals wishing to file a complaint can do so by one of the following means:

- Phone: (843) 510-5254
- Email: contact@lostcitysolar.com (Preferred)
- Online Contact Form: <https://lostcitysolar.com/>

When filing a complaint, please provide the following information to ensure Lost City Renewables can accurately and thoroughly address the complaint:

- Name and contact information of the complainant
- Date of complaint
- Detailed description of the complaint, including, if possible, the location, date(s), and time that the situation occurred, photographs, and any other details that can help identify and resolve the situation.

Complaint Review Process

Complaint Identification: Lost City Renewables will regularly check the phone number, email address, and online contact forms to determine whether any complaints have been received. In the event that Lost City Renewables receives a complaint, a representative of Lost City Renewables will reach out to the complainant within 72 hours to obtain additional information about the complaint.

Complaint Investigation: After receiving the necessary information regarding a complaint, Lost City Renewables will investigate the complaint to determine whether the complaint has merit. Investigations will identify and characterize the nature of the complaint (e.g., traffic, dust, noise, etc.) and to the extent possible, the source (e.g., construction vehicles and equipment, environmental conditions, etc.).

Lost City Renewables will enter a complaint into a complaint log, document the details of the complaint, and assign a point of contact to investigate the complaint. The Site Project Manager will be responsible for initiating the review of complaints received during the construction process. The Site Project Manager and/or Operation and Maintenance (O&M) staff, will be responsible for initiating the review of complaints reported during the operational and decommissioning phases.

Lost City Renewables will first determine whether complaints violate federal, state, or local laws or permit conditions, and whether there are notifications or required steps to address those violations. Lost City Renewables will also determine whether outside resources are necessary to address situations.

Response: After enough information has been obtained to fully understand the nature of the complaint, Lost City Renewables will work with appropriate personnel and/or parties to determine how to best address the complaint and the conditions that are causing the complaint. If the complainant or other parties seek additional information related to the complaint, Lost City Renewables will work with those parties to obtain the necessary information to move forward.

Lost City Renewables will work in good faith to address and/or resolve reasonable complaints as soon as practicable. Lost City Renewables is committed to resolving reasonable complaints within 30 days unless extenuating circumstances necessitate a longer time period or it is determined that the complaint is unresolvable. Lost City Renewables will provide an explanation to the complainant concerning the extended period and the timeline for addressing the complaint should complaint resolution take longer than 30 days. Safety and good community relations are among the highest priorities to Lost City Renewables; as such, speedy resolution of legitimate complaints is essential.

Documentation: Lost City Renewables will keep records of complaints received. The complaint log will include, if available, the date of the complaint, the name of the complainant, contact information for the complainant (including address and phone number), and a detailed description of the complaint. The complaint log will also include a description of the subsequent actions taken to resolve each complaint and complaint resolution if resolution is feasible. The complaint log will be maintained by Lost City Renewables. This log will be available to the Muhlenberg County Fiscal Court for inspection upon request.

In the event that Kentucky state agencies, Muhlenberg County Fiscal Court, or County Departments receive complaints directly about unanticipated effects of Project construction or operation, the

respective State or County representatives will notify Lost City as soon as practicable and provide the details of such a complaint in writing. Muhlenberg County and Lost City Renewables will designate appropriate officials for such communications. Lost City Renewables will then investigate the complaint as outlined above.

Public Notification of Complaint Process: No fewer than (2) weeks prior to the commencement of construction, Lost City Renewables will publish a summary of the Complaint Resolution Plan on the Project's website, and the Plan will be available at the temporary construction office.

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Siting Board 2-16:

Explain whether Lost City Renewables will pursue an Industrial Revenue Bond and Payment In Lieu of Taxes agreement with Muhlenberg County. If so, explain how that might change the cumulative tax revenues of the Project.

Response:

The Applicant is discussing with the Muhlenberg County Fiscal Court the potential for an Industrial Revenue Bond (IRB) and Payment In Lieu of Taxes (PILOT) agreement. The Applicant has provided the Muhlenberg County Fiscal Court with information and alternatives for a proposed IRB/PILOT agreement. At this point, it is too early in the negotiations to identify changes in cumulative tax revenues. Another factor affecting the specific values of an IRB/PILOT agreement is that the Applicant is awaiting a decision from TVA on a preferred MW output which would affect the PILOT compensation.

Witness: Sean Joshi

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Siting Board 2-17:

State the expected operational life of the Project.

Response:

The Applicant anticipates that the operational life of the Project is 30 years with two five-year extension options.

Witness: Sean Joshi

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Lost City Renewables LLC
Response to Siting Board's Second Request for Information

Siting Board 2-18:

Explain any commitments regarding infrastructure removal or land restoration during decommissioning included in the landowner lease agreements.

Response:

In the landowner lease agreements for the solar facility project area, the Applicant included provisions that “[u]pon 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 Agreement expires or terminates and restore the Premises to as close to pre-construction as reasonably practical.” (see attachment 2-9)

The Applicant made no specific commitments regarding infrastructure removal or land restoration during decommissioning in the transmission line landowner lease agreements (see Appendix A).

Witness: Marty Marchaterre

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Siting Board 2-19:

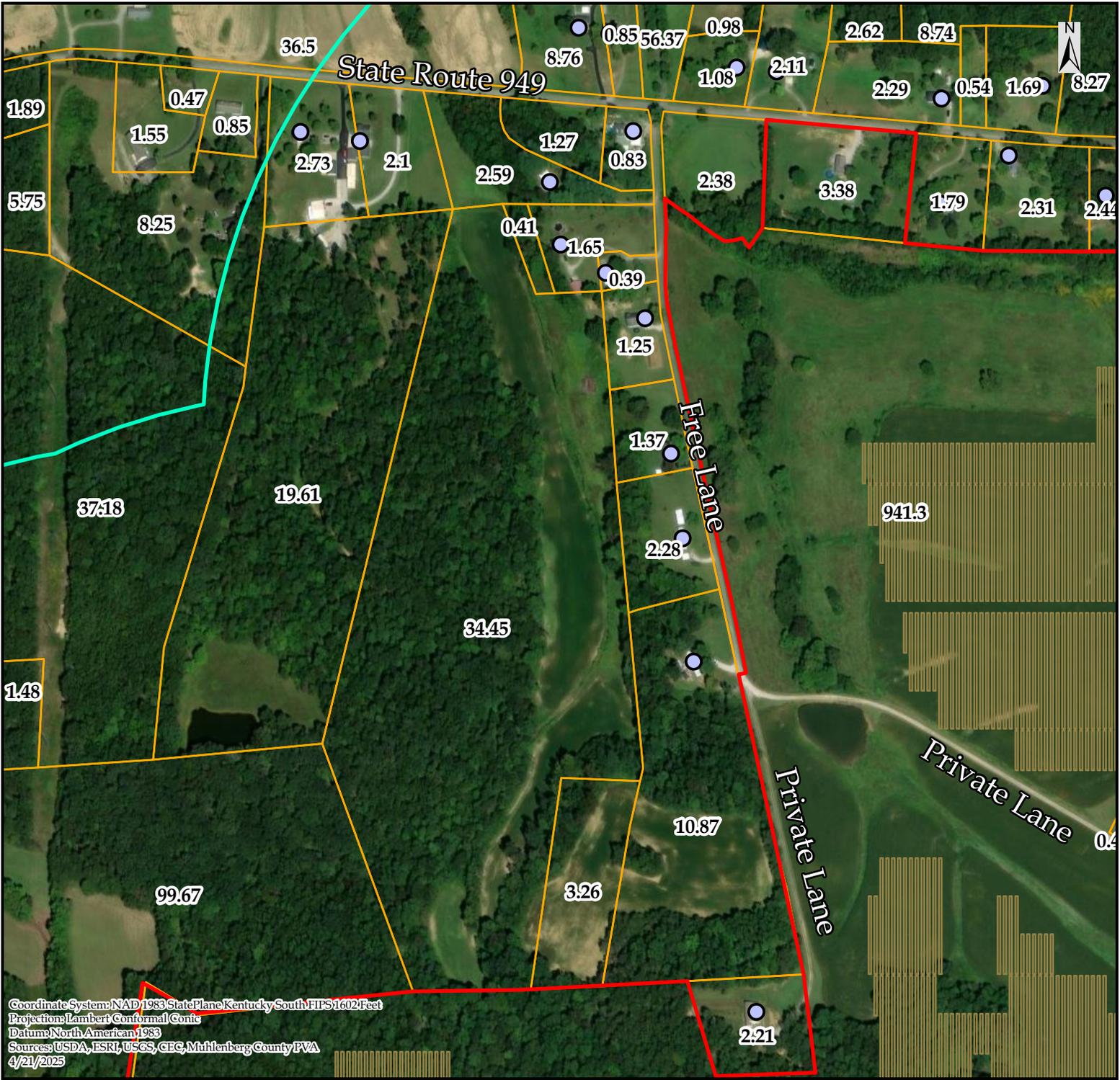
Refer to the Application, proposed site layout, and the residences along Free Lane.

Explain why the houses along that lane do not meet the definition of a neighborhood pursuant to KRS 278.706 using size of lots and distance from the project site in the explanation.

Response:

While residences located along Free Lane are within 2,000 feet of proposed structures (solar panels) used for generation of electricity, the homes along Free Lane do not meet the definition of a residential neighborhood set forth in KRS 278.700(6). KRS 278.700(6) defines a residential neighborhood as an area of five or more acres containing at least one residential structure per acre. Using size of lots, no five or more parcels with residential structures along Free Lane have a density of a residence per acre (see attachment 2-19). The parcels on Free Lane range in size from 0.3 to 10.87 acres. The smallest contiguous set of five parcels with residential structures on Free Lane have lots of 0.83, 2.59, 1.65, 1.25, and 0.39 acres, which totals 6.71 acres. In addition, another set of contiguous set of five parcels with residential structures on Free Lane have lots of 2.28, 1.37, 1.25, 0.39, and 1.65 acres which totals 6.94 acres with five residential structures. These do not meet the density requirements to qualify as a residential neighborhood, as set forth in KRS 278.700(6).

Witness: Marty Marchaterre



Coordinate System: NAD 1983 StatePlane Kentucky South FIPS 1602 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Sources: USDA, ESRI, USGS, CEG, Muhlenberg County PVA
 4/21/2025



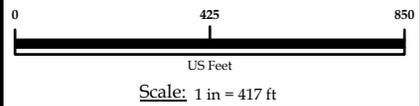
COPPERHEAD
 ENVIRONMENTAL CONSULTING

Prepared for:
Lost City
Renewables LLC

FIGURE 1:
 Free Lane Parcels and Acreages
 Lost City Solar Project,
 Muhlenberg County, Kentucky.

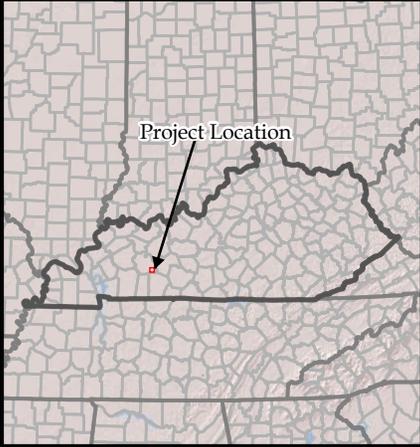
Legend

- █ Project Area
- █ PVA parcel data and acreages
- █ 2,000-ft buffer from solar array
- Array lines
- Residential Structures within 2,000-ft of array



Prepared by :
 Copperhead Environmental Consulting, Inc.
 471 Main Street
 P.O. Box 73
 Paint Lick, Kentucky 40461

Drawn by:	KE	Date:	4/21/2025
Checked by:	MM	Revision:	03



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Siting Board 2-20:

Explain how this project is compatible with scenic surroundings.

Response:

The solar facility would offer scenic benefits because of professionally planned, engineered and designed landscape to blend the solar facility into the surrounding environment, thus enhancing the aesthetics. Through strategic placement and planting of native trees and vegetation, a mini ecosystem would be established, leading to improvements in biodiversity. Additionally, the solar facility would utilize practices like solar grazing, where sheep are used to maintain the land, creating a more natural and aesthetically pleasing scene.

The Project Site is currently used as agricultural land for corn, soybeans, hay, poultry, cattle, sheep, and goats as well as forested areas. The surrounding areas are primarily agricultural, rural residential, and forested. As noted by Richard Kirkland in the Property Value Impact Analysis (SAR Appendix A), the solar panels would be similar in height (approximately 10 feet) to a typical greenhouse and lower than a single-story residential dwelling. A single-family housing development would have a much greater visual impact on the surrounding area as a two-story home with an attic could be three to four times as high as these proposed panels.

Solar facility operations are a passive use of the land that is in keeping with a rural/residential area. As identified above, solar facilities are comparable to larger greenhouses. This is not surprising given that a greenhouse is essentially another method for collecting passive solar energy. The use of greenhouses is well-received in residential/rural areas and has a similar visual impact as a solar facility.

To mitigate the viewshed impacts, the Applicant revised preliminary plans to increase distances to residences from solar panels, inverters, and the substation, where feasible (SAR,

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Appendix B). Existing vegetation between the Project Site boundary and nearby roadways and homes would be left in place, to the extent feasible, to help minimize visual impacts and screen the Project from nearby homeowners and travelers. Additionally, to minimize viewshed impacts and provide screening, the Applicant would adhere to the landscape plan presented in SAR Appendix E and implement planting of native vegetation (e.g., trees and bushes) as a visual buffer to mitigate visual viewshed impacts in areas where those viewshed impacts occur from residences or roadways directly adjacent to the Project, and there is not adequate existing vegetation. In these areas, the Applicant would add a double planting of native vegetation (40 feet thick and at least six feet at maturity in four years). The double planting would be between Project infrastructure and residences, or other occupied structures, with a line of sight to the facility to the reasonable satisfaction of the affected adjacent property owners. Planting of vegetative buffers/screening would be done over the construction period; however, the Applicant would prioritize vegetative planting at all periods of construction to reduce viewshed impacts. All planting would be completed prior to the operation of the facility, which would help ensure that the Project's compatibility with the scenic surroundings.

The Applicant developed the landscape plan to provide screening and would monitor that the proposed new vegetative buffers are successfully established and grow as expected over time. Should vegetation used as buffers die, the Applicant would replace plantings as necessary.

Once operational, solar facilities do not create emissions, noise or any additional traffic. The solar facility functions unnoticed without creating disruptions to the community, society and neighbors. The solar facility would offer Agrivoltaics by creating improved habitats for wildlife, insects and pollinators.

Witness: Marty Marchaterre

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

In the Matter of:)
)
In the Matter of the Application of Lost City)
Renewables LLC for a Certificate of Construction for) **Case No. 2024-00406**
an Approximately 250 Megawatt Merchant Electric)
Solar Generating Facility in Muhlenberg County,)
Kentucky Pursuant to KRS 278.700 and 807 KAR 5:10)

CERTIFICATION

This is to certify that I have supervised the preparation of the Lost City Renewables LLC's responses to the Siting Board Staff's Second Request for Information and that the responses on which I am identified as a sponsoring witness are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

4/28/2025
Date


Sean Joshi

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

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4/28/25
Date



Shane Kelley

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

In the Matter of:)
)
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4/28/25
Date


Marty Marchaterre