

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

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

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will be included in the Project's forthcoming transmission line application. At this time, the 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.

Supplemental Response:

The Applicant is attaching an executed agreement that was previously submitted as an unsigned agreement in Appendix A referenced above. The Applicant is seeking confidential treatment for material terms of this agreement.

Witness: Marty Marchaterre

Transmission Easement Agreement

This Transmission Easement Agreement (“**Agreement**”) is made as of this 30 day of April _____, 2025 (“**Effective Date**”) between McReynolds Farm, LLC, a Kentucky limited liability company (“**Grantor**”), and Lost City Renewables LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

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

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

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

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

ARTICLE 1. EASEMENT

Section 1.1 Transmission Easement.

(A) Grantor grants to Grantee, an exclusive, irrevocable, right and easement on, along, over, under and across a portion of the Premises defined herein (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission of electrical energy and/or for communication purposes (hereinafter, “**Transmission Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Transmission Easement**”) for a period of 55 years. Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees.

(B) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Transmission Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Transmission Facilities, by means of roads and lanes thereon if existing (“**Access Easement**”) (the Transmission Easement and Access Easement are collectively, the “**Easement**”). The Access Easement shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee shall be responsible for any crop damages caused and Grantee’s agents shall close all gates following entry upon the premises.

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

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

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

Section 1.2 Grantee's Improvements. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Transmission Facilities on the Premises. The Transmission Facilities are and shall remain personalty of the Grantee, notwithstanding any present or future common ownership of the Transmission Facilities and the Premises. Grantee shall, at its sole cost and expense, maintain Grantee's Transmission Facilities in good condition and repair, ordinary wear and tear excepted. All Transmission Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

ARTICLE 2. TERMINATION

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

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

ARTICLE 3. PAYMENTS AND TAXES

Section 3.1 Initial Payment. Within [REDACTED] after the Effective Date, Grantee shall pay to Grantor [REDACTED] ("Initial Payment").

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

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

ARTICLE 4. INDEMNIFICATION AND CROP DAMAGES

Section 4.1 Indemnification. Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Grantor, any operations or activities conducted on the Premises by any person or entity other than Grantee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 5.1 Right to Encumber.

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

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

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

(D) During the time all or any part of Grantee’s interests in the Agreement are mortgaged or assigned to any Lender, if Grantee defaults under any of its obligations and Grantor is required to give Grantee notice of the default Grantor shall also be required to give Lender notice of the default. If Grantor becomes entitled to terminate this Agreement due to an uncured default by Grantee, Grantor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 calendar days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Grantor that it must foreclose on Grantee’s interest or otherwise take possession of Grantee’s interest under this Agreement in order to cure the default, Grantor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the

Lender, with the exercise of due diligence, to foreclose or acquire Grantee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Grantee. The time within which Lender must foreclose or acquire Grantee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

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

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

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

ARTICLE 6. CONDEMNATION/FORCE MAJEURE

Section 6.1 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Grantee's construction, installation or operation of Transmission Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Transmission Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantee, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Transmission Facilities or the loss of any such Transmission Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 6.3 Force Majeure. Neither Grantor nor Grantee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a force majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided that such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE 7. DEFAULT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8. MISCELLANEOUS

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five calendar days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

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

If to Owner:

McReynolds Farm, LLC
c/o Judy White
940 Mt Pleasant Road
Lewisburg, KY 42256

If to Grantee:

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

Section 8.2 Hazardous Materials.

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

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

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

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

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

Section 8.5 Cooperation; Setback; Further Assurances. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Grantor shall cooperate with Grantee and use Grantor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Grantee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder thereof with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Transmission Facilities. Grantor hereby waives any and all setback requirements allowed by law.

Section 8.6 Estoppel Certificates. Within 15 calendar days of receipt of a request from Grantee or from any existing or proposed Lender, Grantor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement, (b) certifying to the best of Grantor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee and any existing or proposed Lender, investor, and purchaser. The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Grantor and all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and

that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

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

(B) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

Section 8.10 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

GRANTOR:

McReynolds Farm, LLC,
a Kentucky limited liability company

By: Judy L. White

Name: Judy L. White

Title: Member

Dated: 4-28-25

By: Dana C. Howard

Name: Dana C. Howard

Title: Member

Dated: 4-28-25

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

GRANTEE:

Lost City Renewables LLC

a Delaware limited liability company

By: Brian Wright

Name: Brian Wright

Title: VP Lost City

EXHIBIT A
DESCRIPTION OF PREMISES

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

TRACT ONE: Beginning at a rock on the east side of the Rochester Road, southeast corner of Ed Schweer's tract of land in the line of V. H. Stewart; running thence N 80 E 48 poles to a post, corner to said V. H. Stewart; thence 50-3/4 E 22-2/3 poles to a post corner of said V. H. Stewart and R. V. Ward's corner; thence N 51 W 81 poles 17 links to the Rochester Road, R. V. Ward's corner and George Arnold's line; thence S 34-1/4 W with Rochester Road 84-23/25 poles to a rock in the line of Ed Schweers tract and corner to Sutton School House lot; thence S 53 1/2 E 95-1/5 poles to the beginning, containing 35 acres.

TRACT TWO: Beginning at a rock in the east edge of the Rochester Road; running thence S 87-7/8 E 56-1/3 poles to a white oak; thence S 58 1/4 E 14-1/5 poles to a post; thence N 49-3/4 E 42-2/3 poles to a creek in said Stewart's line; thence with said line N 21 W 35-3/5 poles to a rock corner to said Stewart; thence N 50 1/2 E 2 poles to a white oak corner to same in C. H. Moore's line; thence N 33-3/4 W 68 poles to a post corner to said Moore; thence S 51 1/4 W 22-3/5 poles to a post, corner to same; thence S 19-3/4 W 100 1/4 poles to the beginning, containing 42-3/5 acres but by a new survey containing 44 acres.

Being the same property conveyed to McReynolds Farm, LLC by Kenneth G. McReynolds, and his wife, Wilma McReynolds, recorded at Book 378, Pages 659-661, in the Office of the Clerk of Logan County.

For reference only, Parcel ID No. 048-00-00-018-00

EXHIBIT A-1
ANTICIPATED LOCATION OF EASEMENT AREA

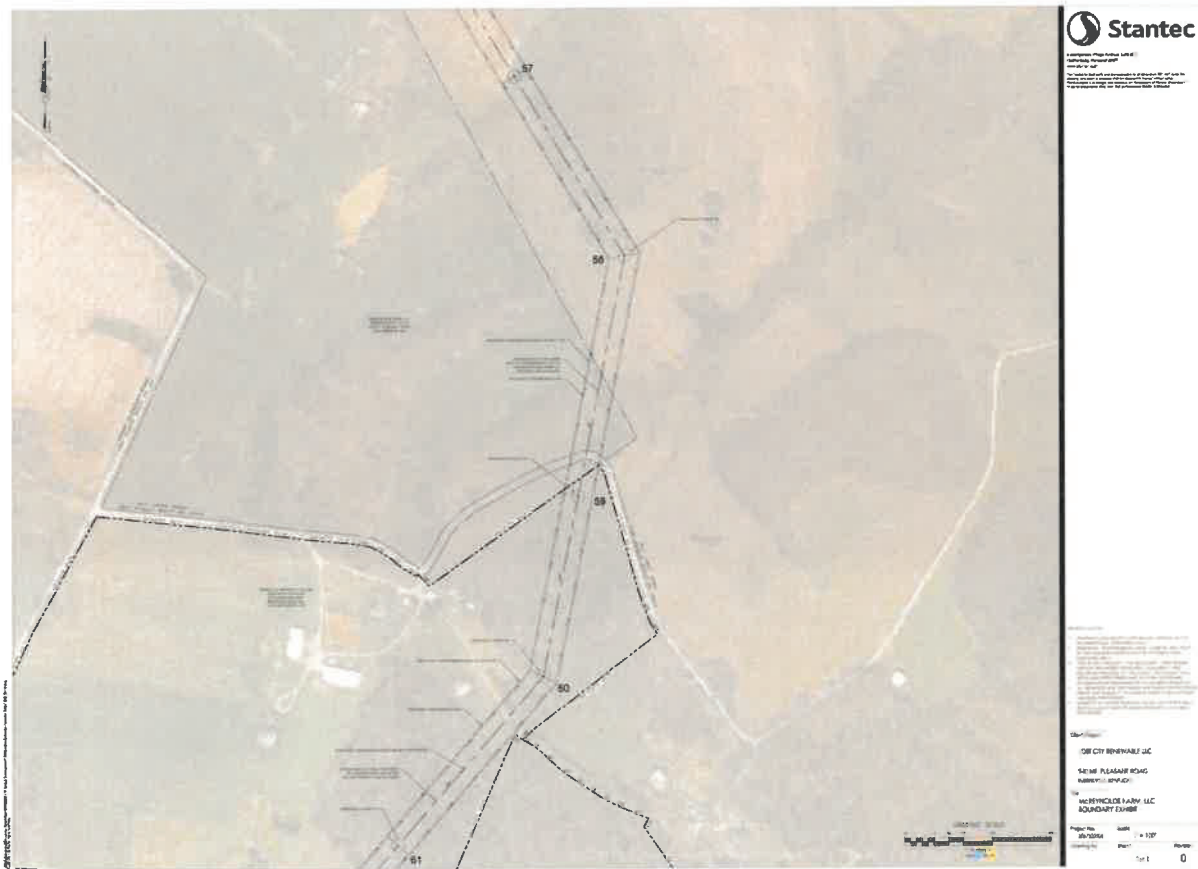


Exhibit A-1 – Anticipated Location of Easement Area

EXHIBIT B
EASEMENT AREA

[To be provided]

EXHIBIT C
MEMORANDUM

[Attached]

Title	RE: Lost City SR-LC-39
File name	SR-LC-39_Owner_Signed_Agreement.pdf
Document ID	8e536ee8c50f5e524d0230a9fac2c2a3aeba19d4
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



04 / 30 / 2025
10:41:39 UTC

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



04 / 30 / 2025
10:44:44 UTC

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



04 / 30 / 2025
10:45:49 UTC

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



COMPLETED

04 / 30 / 2025
10:45:49 UTC

The document has been completed.

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

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).

Supplemental Response:

The Applicant is attaching the First Amendment to Solar Option and Lease for a project parcel that was inadvertently omitted from the original response. This document has been publicly recorded with the Muhlenberg County Clerk's Office, and therefore, no confidential treatment is being sought.

Witness: Sean Joshi

DOCUMENT NO: 308268
RECORDED: March 02, 2023 01:01:00 PM
TOTAL FEES: \$49.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: SHERRY R. WHITNEY
COUNTY: MUHLENBERG COUNTY
BOOK: MC77 PAGES: 910 - 915

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After Recording Return To:
Husch Blackwell LLP
Attn: Tricia Jackson
111 Congress Ave, Ste. 1400
Austin, TX 78701

FIRST AMENDMENT TO SOLAR OPTION AND LAND LEASE

This First Amendment to Solar Option and Land Lease ("Amendment") is made as of this 8th day of February, 2023 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." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease (defined below).

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

RECITALS

- A. The Parties entered into that certain Solar Option and Land Lease dated August 30, 2022, as evidenced by that certain Memorandum of Solar Option and Land Lease dated August, 30, 2022, recorded February 24, 2023 in the Official Public Records of Muhlenberg County, Kentucky (the "Lease").
- B. The Parties desire to amend the Lease in accordance with the terms set forth in this Amendment.
- C. This Amendment is being entered into in accordance with Section 10.3 of the Lease.

NOW THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Amendment, and for other good and valuable consideration, the Parties agree as follows:

1. The last sentence of Section 1.1(d)(i) of the Lease is hereby deleted in its entirety.
2. The following new Section 4.3(d) is hereby added to the Lease:
 - (d) Throughout the Extended Term and the Renewal Term (if it occurs), Lessee may remove and/or relocate any existing structures over the Premises at Lessee's sole cost and expense.
3. Legal Description. The Lease is hereby amended to delete the reference to the excepted and reserved areas depicted in the graphics below the metes and bounds legal descriptions in Exhibit A. For the avoidance of doubt, upon execution of this Amendment by the Parties, the Premises shall include Parcels 1, 2, and 3 described in Exhibit A, and shall contain 1,158.70 acres with no exceptions or reservations other than those described in the legal descriptions for Parcels 1, 2, and 3.
4. In the event that the Option is exercised, then the Lessee shall pay to the Lessors, in addition to the rents and compensation otherwise set forth in the Lease, compensation for the loss of the now-existing residence and the chicken houses, including related facilities and systems, via the higher amount derived from the below methods or valuations (in other words, if the value of the Replacement Cost (defined below) is higher than the Agreed Minimum Value (defined below), then the Lessee shall pay to the Lessors the Replacement Cost, or if the Agreed Minimum Value is higher than the Replacement Cost, then the Lessee shall pay to the Lessors the Agreed Minimum Value):

Replacement Cost:

- a. The full replacement cost of the residence and chicken houses, and related facilities and systems ("**Replacement Cost**") shall be determined by the utilization estimates from general contractor(s) (one can be used for the residence and another for the chicken houses and related facilities/systems).
- b. This estimate(s) shall be obtained by the Lessors and submitted to the Lessee within 120 days of the Option being exercised and shall be binding upon the parties as to the Replacement Cost referenced hereinabove, except that in the event Lessee disagrees with the values of the estimates submitted for the said residence and chicken houses and related facilities and systems, then the Lessee may obtain its own estimate for the replacement cost of the residence and the chicken houses and related facilities/systems, and the average of the total replacement cost as submitted by the Lessors and as submitted by the Lessee shall control except that the average shall not be lower than 20% of the value of submitted by the Lessors.

Agreed Minimum Value:

The parties agree that the agreed minimum value ("**Agreement Minimum Value**") of the chicken houses and related systems and facilities (which includes ponds, access roads, chicken houses, work buildings, grain bins, barns, electrical and plumbing systems, etc.), and the residence at the subject property is \$5,000,000.

Further, the Parties agree that in the event the Lessee exercises the Option but does not seek to utilize the land under the residence and chicken houses, including related facilities and systems (such as electrical systems, ponds, work buildings, access roads, and other improvements or systems which serve the chicken houses and/or the residence) and thereby not incur the cost set forth above for either the Replacement Cost or Agreed Minimum Value, then the Lessee shall be obligated to not damage or disrupt such operations, improvements, related systems, or obstruct access to the chicken houses, and related systems/improvements, or the residence. In the event Lessee does cause such damage or disruption, Lessors shall be entitled to all remedies and/or damages available at law or equity, including but not limited injunctive or equitable relief, damages for loss of revenue and/or profits, damages for loss of use and quiet enjoyment, damages for the cost of repair, damages for the diminution of value, damages for contractual interference, and all other damages available at law or equity.

5. Conflict. In the event of any conflict between the Lease and this Amendment, this Amendment shall control. The remainder of the Lease remains unchanged and in full force and effect.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be duly executed as of the day and year first above written.

LESSORS:

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

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

COMMONWEALTH OF KENTUCKY)
COUNTY OF Muhlenberg)SS:
)

The foregoing instrument was acknowledged before me this 18 day of December, 2022 by Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife.

Kyran Dwyer III
Name: Kyran Dwyer III
Title: Notary
My appointment expires: 1-26-26

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be duly executed as of the day and year first above written.

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

By: [Signature]
Name: Sean Toland
Title: Authorized Signor

STATE OF New York
COUNTY OF New York SS:

This instrument was acknowledged before me this 8th day of February, 2023 by Sean Toland, the authorized signatory of Lost City Renewables LLC, a Delaware limited liability company.

TARIQ K. GEORGE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE6340718
Qualified in Kings County
My Commission Expires 04-25-2024

[Signature]
Notary Public

This instrument was prepared by Tricia Jackson, Husch Blackwell LLP.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



(Signature of Preparer)

Tricia Jackson

(Printed name of Preparer)

Husch Blackwell LLP
111 Congress Ave, Ste. 1400
Austin, TX 78701

Case No. 2024-00406
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).

Supplemental Response:

The Applicant is attaching an executed agreement that was previously submitted as an unsigned agreement in Appendix A referenced above. (See Supplemental Response to Item 2-2.) The Applicant is seeking confidential treatment for material terms of this agreement.

Witness: Marty Marchaterre