

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on March 27, 2025 (the “Effective Date”), by and between Roger Dale Davis and Jane R. Davis, as Co-Trustees for the Roger Davis and Jane Davis Living Trust dated May 7, 2015 (“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 14, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117513 in Book D259, Pages 681-689, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021 as Document No. 118797, in Book MS19, Pages 717-723, in the Office of the County Clerk for Green County, Kentucky (the “Original Lease”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text block]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Premises.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected

and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to

Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee's rights under this Lease continue throughout the term of this Lease (the "Term"). Initially, the Term shall be for the Development Period. The "Development Period" of the Lease [REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] ("Construction Date"); or [REDACTED] ("Construction Period Notice Date"), [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the [REDACTED] ("Commercial Operation Date"); or [REDACTED] ("Extended Term Notice Date"), [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term for [REDACTED] ("Renewal Term"). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

If

Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED] or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED] Lessee shall pay
Lessor [REDACTED]
[REDACTED] (the “Development Rental Payment”) as
consideration for the Development Period. [REDACTED]
[REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

Lessee shall pay Lessor t

(the "Annual Rent"). The Annual Rent shall be increased

The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated

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.

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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)

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee’s Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee’s Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor’s expense, [REDACTED]

██████████
██████████ Lessee shall provide a letter of credit, surety bond or escrow funds (the “**Extended Term Security**”) to secure Lessee’s obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be ██████████ (i) ██████████
██████████
██████████

or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities ██████████
██████████ the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor ██████████
██████████
██████████

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 ██████████, for the period prior to commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and ██████████
██████████, for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. ██████████
██████████
██████████

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor’s fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor

shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee

shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the "**Mineral Estate**") or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor's rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee's use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED]

[REDACTED] If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee's efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender.

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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor

shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

(i) [REDACTED]

(ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Roger Davis and Jane Davis Living Trust
% Roger Dale Davis, Co-Trustee

[REDACTED]

Roger Davis and Jane Davis Living Trust
% Jane R. Davis, Co-Trustee

[REDACTED]

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE

EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After

the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

Roger Davis and Jane Davis Living Trust
dated May 7, 2015

By: Roger Dale Davis
Roger Dale Davis, Co-Trustee

By: Jane R. Davis
Jane R. Davis, Co-Trustee

STATE OF KENTUCKY)
COUNTY OF Green) ss.

The foregoing instrument was acknowledged before me this 14 day of March 2025, by Roger Dale Davis and Jane R. Davis, as Co-Trustees for the Roger Davis and Jane Davis Living Trust dated May 7, 2015, on behalf of the trust.

Mary Gay Duff
Name: Mary Gay Duff
Notary Public, State of Ky
My commission expires: April 5, 2027
Serial number, if any: KYNP 68371

This instrument prepared
by and return to:
Real Estate Department
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
By: Michael J. Young, General Counsel

**EXHIBIT A
DESCRIPTION OF PROPERTY**

Tax Parcel No(s): 31-50, 45-16 and 45-29

Lying and being in Green County, Kentucky, about one mile southeast of Pierce, Kentucky and bounded and described as follows: Bounded on the East by the Pierce and Liletown Road; bounded on the South by I.W. Kessler; bounded on the West by I.W. Kessler; bounded on the North by Ada Tucker and also a county road, leading from the Pierce and Liletown Road to Chinquapin School House; AND

Lying and being in Green County, Kentucky, about one mile southeast of Pierce, Kentucky and bounded and described as follows: Bounded on the North by the lands of Odus Kessler, formerly Emmit Shirley; Bounded on the East by the State Highway and the lands of the second parties, Bloyd Tucker & wife, Jean Tucker; Bounded on the South by the lands of Pauline Wisdom; Bounded on the West by the lands of Odus Kessler, being the balance of the real estate owned in this vicinity by the first party, Ada Tucker.

Being the same property conveyed from Jean Tucker, single, Jason Ford and Shannon Ford, husband and wife, Todd Davenport and Cayce Davenport, husband and wife, James Hickerson and Michelle Hickerson, husband and wife to Jean Tucker, single by Deed dated August 27, 2008, and recorded in Deed Book 223, Page 285 at the Green County Court Clerk's Office. Jean Tucker died testate on July 25, 2012. Pursuant to her Last Will and Testament recorded in Will Book 18, Page 39 in the office aforesaid, she appointed Shannon Ford as Executrix of her Estate and gave her full power and authority to convey real property.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a stake, corner to Orville Beard; thence with Beard and Aury Judd line South 74° East 257 feet to another corner of Judd; thence with Judd, Rollin Pruitt and Raymond Pruitt, and Charlie Perry lines South 14-3/4° West 2957 feet to a sassafras corner of Delmus Atwell; thence with Atwell line North 63° West 1987 feet to a cedar, another corner of same; thence with Atwell and Beard line North 13° East 2169 feet to a black oak on cliff at Greasy Creek; thence up the creek as it meanders South 78° East 300 feet, North 56° East 200 feet, South 63-1/2° East 140 feet to a stone; thence North 9-1/2° East 265 feet, North 65-1/2° East 176 feet, South 87-1/2° East 546 feet, South 73-1/2 East 179 feet, South 57-1/2° East 277 feet to a sycamore and corner to Orville Beard; thence leaving the creek with Beard's line South 12-1/2° East 200 feet to the beginning, containing 125 acres, more or less, according to a new survey made this October 5, 1968 by Bobbie G. Blakeman, Green County, Surveyor, Greensburg, KY.

Being the same property conveyed by Roger Dale Davis and Jane Robertson Davis, husband and wife by Deed dated September 20, 1971, of recorded in Deed Book 116, Page 407 in the Office of the Clerk of the County Court of Green County, Kentucky.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a stone at a gate in the E. H. Philpott, now Robertson line, near a pond; thence South 85-1/2° West 38-1/5 poles to a stone near a three pronged elm tree; thence North 87° West 29 poles to a walnut tree on the West side of a road; thence with the said road as it meanders South 1° West 7 poles; thence South 31-3/4° East 18 poles to a stone at the corner of W. A. Curry's garden; thence South 64° West 30 poles to a stone in the field; thence South 9-1/4° East 20 poles to a double sycamore in the A. J. Wilcoxson, now Coffey line; thence with his line South 62-3/4° West 27-3/4 poles to a stone in the T. J. Clark line; thence with his line North 9-3/4° West 157-1/2 poles to a three pronged beech; thence South 72-1/2 East 134 poles to a stake in the E. H. Philpott, now Robinson line; thence with his line South 13-1/2° West 19-1/2 poles to the beginning.

There is excepted the following described property conveyed to Bobby Joe Beard and his wife, Rebecca Beard, by Deed dated November 30, 1982, and of record in Deed Book 145, Page 406, Green County Court Clerk's Office, and more particularly described as follows: Beginning at a stake on the West side of the county road and corner to Edwards; thence with the said Edwards' line South 66° West 396 feet to a sycamore; thence South 8° East 336 feet to a sycamore; thence South 64° West 522 feet to a stone in the Thompson line; thence with the line of Thompson and Coffey North 6° West 2219 feet to a stake, corner to Beards; thence with the line of Beard South 66° East 904 feet to a stake, South 3° West 18 feet to a stake, South 68° East 249 feet to a stake at the West right of way of the county road; thence with the said road South 16° West 761 feet; thence South 29° East 329 feet to the point of beginning.

There is also excepted from the above conveyance a cemetery located on the above described property, having dimensions of 106 feet x 79 feet x 103 feet x 93 feet, along with the right of ingress and egress to and from said cemetery 15 feet in width and following along the existing route to said cemetery.

Being the same property acquired by Roger D. Davis and Jane R. Davis, husband and wife, by Deed dated April 19, 2002, of record in Deed Book 198, Page 420, in the Office of the Clerk of the County Court of Green County, Kentucky.

The Property contains approximately 177.00 acres.

EXHIBIT A-1

SITE PLAN

Roger Dale & Jane Davis Trust
Parcel No: 45-16, 45-29
Green County, Kentucky
Lease Area contains approximately 121.98 acres
Entire Parcel Area contains approximately 131 acres



*All distances are approximate

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Roger Dale & Jane Davis Trust
 Parcel No: 31-50
 Green County, Kentucky
 Lease Area contains approximately 46 acres
 Entire Parcel Area contains approximately 46 acres



*All distances are approximate

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Center: 85°36'28"W 37°9'54"N

	Parcels
	Lease Area

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LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on February 21, 2025 (the “**Effective Date**”), by and between Edwin B. Froggett, a single person and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 1, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117516, in Book D259, Pages 714-726, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021, as Document No. 118798, in Book MS19, Pages 724-731, in the Office of the County Clerk for Green County, Kentucky; and that certain unrecorded First Amendment to Land Lease and Solar Agreement dated June 27, 2024, as evidenced by that certain Memorandum of Amendment to Land Lease and Solar Easement filed of record on July 3, 2024, as Document No. 120224, in Book MS21, Pages 430-439, records of the Green County Court Clerk (the “**Original Lease**”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Project.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions

in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” of the Lease [REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] (“**Construction Date**”); or [REDACTED] (“**Construction Period Notice Date**”), [REDACTED]. The Construction Period of the Lease (“**Construction Period**”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] (“**Commercial Operation Date**”); or [REDACTED] (“**Extended Term Notice Date**”), [REDACTED]. The Extended Term of this Lease (“**Extended Term**”) is [REDACTED], unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“**Renewal Term**”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

[REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]
[REDACTED]; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED], Lessee shall pay
Lessor [REDACTED]

[REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
Lessee shall pay Lessor [REDACTED] as rent for the Premises (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third

party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor’s renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee’s construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year if, by December 1st prior to such calendar year when crop tenants are disallowed, Lessee provides Lessor with written notice stating that Lessee intends to construct the Project in the following year (the “Development Notice”).

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee

shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination

agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the "**Mineral Estate**") or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor's rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee's use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee's efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

. (a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or

transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Edwin B. Froggett
[REDACTED]
P: *Edwin B. Froggett*

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY

PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding

the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

Edwin B. Froggett

Edwin B. Froggett

(Signature of spouse, if any)

(Printed name of spouse, if any)

STATE OF KENTUCKY)
COUNTY OF GREEN) ss.

The foregoing instrument was acknowledged before me this 3 day of FEB 2020, by Edwin B. Froggett as a single person (name of person acknowledged).
(insert name of spouse, if any, and marital status)

Sheeri Beard
(Signature of person taking acknowledgment)

(Title or Rank): W. CLERK

(Serial number, if any): KYNP63051

Com. exp 1-06-2027

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 44-33, 45-33_34_35, 55-13.01 and 56-01

PARCEL III: Lying and being in Green County, Kentucky, near the waters of Greasy Creek and further described, to-wit:

Beginning at a stone, thence with the line of Edwards North 68-1/2° East 110 poles to a stake near a hickory; thence with the B. R. Buckner line North 34-3/4° West 82-1/2 poles to a stake in the line of Other Carr; thence with the Carr and Jeffries line South 71-1/2° West 100-1/2 poles to a stone in the line of Ruel Perkins; thence with the Perkins line South 10° East 71 poles to a large elm; thence South 71-1/2° West 54 poles to a large oak; thence South 28° East 64 poles to a stake on the road; thence with the road North 81° East 65 poles to an oak stump on the road; thence with the Bruce Clark property South 37-3/4° East 23-3/4 poles to a stake; thence North 62° East 33-1/2 poles to a stake; thence North 55° West 91-3/4° poles to the point of beginning, containing 91.75 acres, more or less, according to a survey made by Bobbie G. Blakeman, on February 21, 1966.

Being same property (i) conveyed 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed dated June 5, 1985 and of record in Deed Book 150, Page 394, and (ii) 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed dated July 18, 1988 and of record in Deed Book 158, Page 287, in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, commonwealth of Kentucky, to wit:

Beginning at a corner in L. R. Pruitt's line; thence South 68 East (record South 68 feet) to a stone, new corner; thence East 120 feet, a new line to a stone, another new corner; thence Southeast 90 feet, another new line to corner of L. R. Pruitt's line; thence with said Pruitt's line West 280 feet to a corner in Liletown Road; thence with said road North 174 feet to the beginning, containing one acre, more or less.

Being the same property (i) conveyed to Edwin B. Froggett, by deed dated May 3, 1983 and of record in Deed Book 146, Page 330 and (ii) 1/2 to Edwing B. Froggett and his wife, Essie Froggett, joint with right of survivorship, by deed dated January 13, 1993 and of record in Deed Book 170, Page 94 (identified as Parcell III in the said latter Deed), in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Tract I: On the waters of Greasy Creek: Beginning at a beech on a drain corner to W.E. Franklin; thence with an old unused road South 69 West 10 poles to a poplar sapling (gone) on said road; thence South 65 West 20 poles to two chestnuts and red oak, corner to Franklin and Pruitt; thence South 40 East 37 poles to a road corner to said Pruitt; thence South 47 West 20-1/2 poles to a stone on Liletown-Sulphur Well Road; thence with same as it meanders South 45-1/2 East 46-1/2 poles, South 27 East 4-3/5 poles to a stone on South side of road; thence a new line North 49-1/2 East 74 poles to a North corner; thence a new line North 40 West 4-3/4 poles to a new stone corner to John D. Oakes line (Harvey line); thence with said Oakes line and J.A. Hubbard North 51 West 65-3/5 poles to the beginning, containing 48-1/2 acres, more or less.

Tract II: Beginning at a call for a black oak on a road in Harvey line and corner to James Mitchell; thence with his line North 51 West 36 poles to Shuffett's corner; thence with Shuffett's line North 40 East 56 poles to a white oak on big road; thence with said road South 62 poles to the beginning, containing 8 1/2 acres, more or less.

Except the following described tract of land previously conveyed by Goble Warf, et ux, unto Richard Thompson, et ux, by Deed dated January 3, 1963 and of record in Deed Book 97, page 299, Green County Court Clerk's Office, Kentucky, and being more particularly described as follows, to-wit: Lying and being in Green County, Kentucky, and being more particularly described as follows, to-wit: Beginning at a call for a black oak on a road in Harvey line and corner to James Mitchell; thence with his line North 51 West 36 poles to Shuffett's corner; thence with Shuffett's line North 40 East 56 poles to a white oak on big road; thence with said road South 62 poles to the beginning, containing 8 1/2 acres, more or less. Also included in this conveyance is a strip of land twenty (20) feet wide and adjoining Tract I above and running with the adjoining L.R. Pruitt's land on the East side of Goble Warf farm. This strip of land runs to the 8 1/2 acre tract described above.

Further Except the following described tract of land previously conveyed Goble Warf, et ux, unto Richard Thompson, et ux, dated January 2, 1964 and of record in Deed Book 99, Page 323, Green County Court Clerk's Office, Kentucky: A small parcel of land lying and being in Green County, Kentucky, and further bounded and described as follows: Beginning at a stone and agreed corner in a lane 20 feet wide owned by the second parties and leading from the second parties residence back to an 8-1/2 acre tract; thence Northwest to a beech tree and corner; thence North to a beech tree and corner; thence East a straight line to the 20 ft. lane; thence South with the said lane to a stone and beginning point, containing one-half (1/2) acre, more or less.

Further Except the following described tract of land contained in Deed Book 237, Page 166, Green County Court Clerk's Office, Kentucky: Beginning at a corner in L. R. Pruitt's line; thence South 68 East (record South 68 feet) to a stone, new corner; thence East 120 feet, a new line to a stone, another new corner; thence Southeast 90 feet, another new line to corner of L. R. Pruitt's line; thence with said Pruitt's line West 280 feet to a corner in Liletown Road; thence with said road North 174 feet to the beginning, containing one acre, more or less.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a call for a black oak on a road in the Harvey line and corner to James Mitchell; thence with his line North 51 West 36 poles to Shuffett's corner; thence with Shuffett's line North 40 East 56 poles to a white oak on big road; thence with said road South 62 poles to the beginning, containing 8-1/2 acres, more or less.

Also a strip of land 20 feet wide running with the adjoining L.R. Pruitt land on the East side of the Gobel Warf farm. This strip of land runs to the 8-1/2 acre tract above mentioned.

Being same property (i) conveyed 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed October ____, 1986 and of record in Deed Book 153, Page 510, and (ii) 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed dated January 13, 1993 and of record in Deed Book 170, Page 94, in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a call for a black oak on a road in the Harvey line and corner to James Mitchell; thence with his line North 51 West 36 poles to Shuffett's corner; thence with Shuffett's line North 40 East 56 poles to a white oak on big road; thence with said road South 62 poles to the beginning, containing 8-1/2 acres, more or less.

Also a strip of land 20 feet wide running with the adjoining L.R. Pruitt land on the East side of the Gobel Warf farm. This strip of land runs to the 8-1/2 acre tract above mentioned.

Being same property (i) conveyed 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed November 21, 1972 and of record in Deed Book 119, Page 443, and (ii) 1/2 to Edwin B. Froggett and his wife, Essie Froggett, by deed dated January 13, 1993 and of record in Deed Book 170, Page 94, in the Office of the Green County Clerk.

AND

Lying and being in Green County, Kentucky, and bounded and described as follows:

Beginning at a stone in Wash Pierce's line; thence running North 47° East 450 feet to a stone; thence South 51° East 1461 feet to a stone; thence South 47° West 450 feet to a stone, Curry's line; thence with Curry's line and Pierce's line, now Johnson and Pierce, North 51° West 1461 feet to the beginning, containing 15 acres, and also a 30 foot strip of land along and adjacent to Curry, now George Johnson's line to the end of same to the C.H. Mouser tract of land.

This being the same property conveyed to William O. Moore, Jr., by Deed of David Froggett, et al, dated October 1, 1991, and of record in Deed Book 166, page 743, Green County Court Clerk's Office, Kentucky.

AND

Lying and being in Green County, Kentucky, and on the waters of Greasy Creek and bounded as follows:

First Tract: Beginning at a sycamore on bank of said creek; thence up the creek as it meanders North 51-1/2° East 107 poles to a creek; thence up the creek as it meanders North 51-1/2° East 107 poles to a white oak in a hollow; thence North 79-1/4° East 38 poles to a gum stump; thence South 68 poles to white and red oak stumps near where the big road crosses the creek; thence along a lane South 43-1/4° West 94 poles to a large white oak stump being Whitlock's corner; thence South 43° East 167 poles to a red oak, hickory dogwood, the original corner; thence South 48° West 136 poles to a stone; thence North 21-1/2° West 168 poles to a white oak on the bank of said creek; thence North 7° West 125 poles crossing said creek five times to the beginning, except the following tracts sold off: One tract sold to F.M. Whitlock, February 2nd, 1894, containing 34 acres; one tract sold to J.T. Curry, containing 25 acres; and further the family graveyard containing 1/2 acres is reserved and right of way thereto.

Second Tract: Beginning at a stone corner to Edwards, Young and Pendleton in the old Harvey line running thence with Edwards' line to a stake; thence to a white oak in Edwards' and Dowell's line on a spring branch of Edwards; thence running down to a chestnut parallel with the 88 acre tract and Widow Dowell land to the Greensburg and Glasgow Road; thence with said Widow Dowell land to the Greensburg and Glasgow Road; thence with said road to Harvey's line and thence with Harvey's line to the beginning. Another tract beginning at a hickory near the Greensburg and Glasgow Road; thence South 51° East 57 poles to a hickory near the mouth of lane; thence South 30° East 40 poles to a white oak in the Harvey line; thence with said line North 57° West 103 poles to a dogwood and maple on the Greensburg Road; thence with same South 6° East 23 poles, South 5° West 26 poles, South 28° West 8 poles to the beginning. Third tract beginning at a stake in Dowell's line running thence this line between Dowell & Faulkner North 30-1/2° East 56-1/2 poles to a stone; thence a new line South 60° East 33-3/5 poles to a red oak; thence another new line 31-3/4° West (record South 1-3/4° West, Book 55, page 215) 82 poles to a stone in the old Harvey line; thence North 48° West 73-1/2 poles to the beginning at a chestnut tree, corner to the said Pearl Shuffett in S.V. Mills' line; thence with Mills' line to his corner (a stone) in Shuffett's line; thence with Shuffett to a stone; thence a new line in a southern course and with an old fence right of way to a stone in Shuffett's line; thence with her line to the beginning.

Third Tract: Beginning at a stone on the West side of the State Highway leading from Greensburg, KY, to Edmonton, KY, at South end of culvert where county road leaves the said highway; thence a new line with the said county road as it meanders North 56-1/2° West 7 poles, North 17° West 42 poles, North 62-1/2° West 52 poles, North 15° West 24-2/5 poles to a stone in Henry Whitlock's, thence with the said Henry Whitlock's line South 49° West 34-4/5 poles to a hickory tree, corner of said Henry Whitlock land in the old Dowell line now Shuffett's; thence with said line South 40°

East 127 poles to a stone on West side of the said State Highway; thence with said Highway as it meanders North 21° East 30-4/5 poles to the beginning.

Fourth Tract: Beginning at a stone corner to Pearl Shuffett; thence with the said Shuffett line in a Northwesterly direction about 150 yards to a stone on Neighborhood Road, between said Shuffett's land and the said T.N. Whitlock; thence in a Northeasterly direction with said Whitlock's line, on Northwest side of old Neighborhood Road, about 150 yards to said old Greensburg and Liletown Road; thence with said road in a Southerly direction, about 150 yards to the beginning.

Fifth Tract: Beginning at a stake, where Dowell's line crosses Greensburg Road, now a double white oak sapling, on Northeast side of road, running North 52° East 48 poles to a stone, corner to Shuffett; thence with his new line North 13-3/4° West 31-3/4 poles to a stone; thence South 52° West 29-2/5 poles to said road and stone; thence with said road South 10-1/4° East 40 poles to the beginning.

Except from the above boundaries the following described Tracts:

Tract I: Beginning at a stone and agreed corner on the West side of Highway 68; thence West a straight line 295 feet to a stone and corner; thence North a straight line 295 feet to a stone and corner; thence East a straight line 295 feet to a stone and corner adjoining Highway 68; thence South with Highway 68, a distance of 295 feet to a stone and the beginning point. This being the same property that was deeded to Edwin Brown Froggett and wife, Essie Froggett, by deed of Paul Froggett, et al, dated June 19, 1964, and of record in Deed Book 101, page 243, Green County Court Clerk's Office, Kentucky.

Tract II: Being a parcel of land on the Southwest side of Greasy Creek and containing four acres, more or less, and being all the land on the Southwest side purchased from Vernon Shuffett and wife, Pearl Shuffett by deed dated, April 6, 1963. The above tract of four acres was deeded to Paul Froggett and wife, Joyce Froggett on June 19, 1964, and same is of record in Deed Book 102, page 392, Green County Court Clerk's Office.

This being the same property that was deeded to the first parties, Edwin Brown Froggett and wife, Essie Froggett, by deed of Paul Froggett, et al, dated June 19, 1964, of record in Deed Book 101, page 243, Green County Clerk's Office and by Deed dated January 13 ,1993, of record in Book 170, page 94, Green County Clerk's Office.

The Property contains 413.25 acres.

EXHIBIT A-1

SITE PLAN

Edwin B. Froggett

Parcel No: 44-33, 45-33_34_35, 56-01

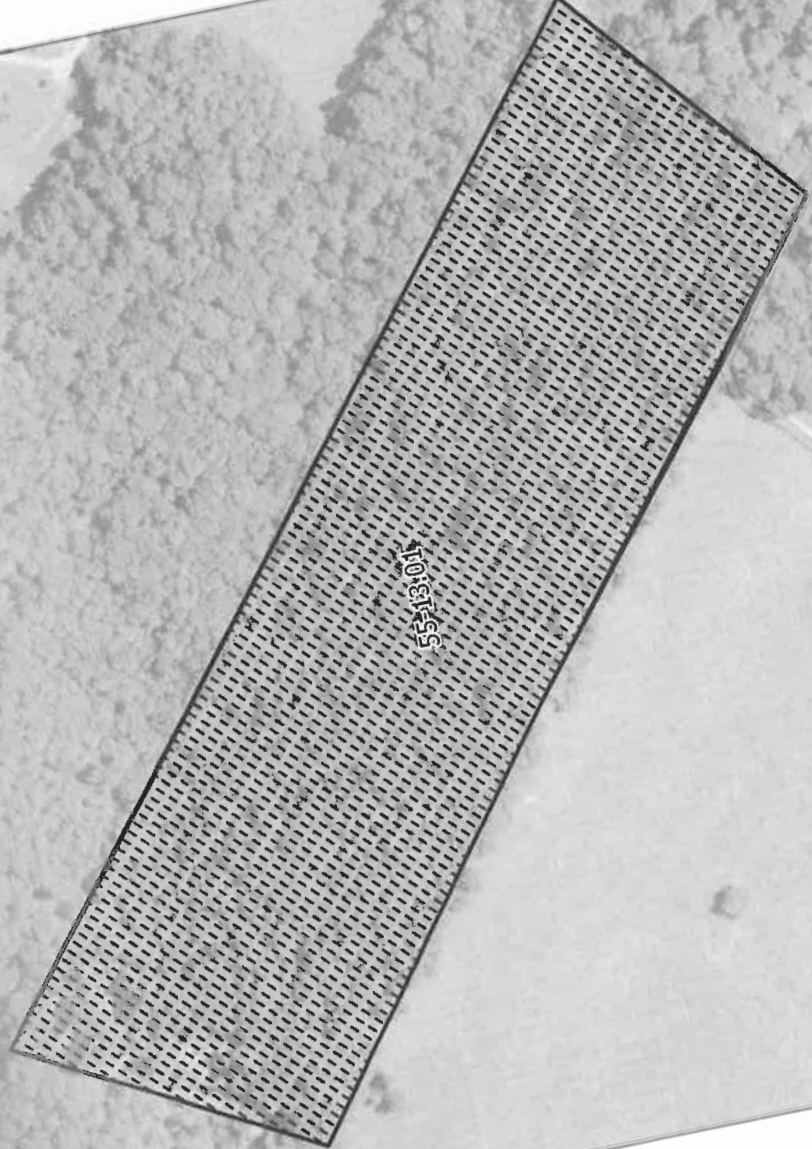
Green County, Kentucky

Lease Area contains approximately 300.93 acres

Entire Parcel Area contains approximately 398.25 acres



Edwin B. Froggett
Parcel No: 55-13-01
Green County, Kentucky 15 acres
Lease Area contains approximately 15 acres
Entire Parcel Area contains approximately 15 acres



55-13-01

L Bate

Legend:

- Parcels
- ▨ Lease Area

Leaflet | Map data © OpenStreetMap contributors, Imagery © Mapbox, © 2020, © 2021, © 2022, © 2023, © 2024

Center: 85°33'7"W 37°10'20"N

*All distances are approximate.

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LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on February 21, 2025 (the “**Effective Date**”), by and between Edwin B. Froggett, a single person; and Edwin Alan Froggett, and Cathy A. Froggett, husband and wife (“**Lessor**”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 1, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117514 in Book D259, Pages 690-705, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021 as Document No. 118880, in Book MS19 Pages 738-478 in the Office of the County Clerk for Green County, Kentucky; and that certain Amendment to Land Lease and Solar Agreement dated June 27, 2024, as evidenced by that certain Memorandum of Amendment to Land Lease and Solar Easement filed of record on July 3, 2024, as Document No. 128208, in Book MS21, Pages 414-429, records of the Green County Court Clerk. (the “**Original Lease**”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text block containing key terms]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Project.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement.

Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” of the Lease [REDACTED].

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] (“**Construction Date**”); or [REDACTED] (“**Construction Period Notice Date**”), [REDACTED]. The Construction Period of the Lease (“**Construction Period**”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] (“**Commercial Operation Date**”); or [REDACTED] (“**Extended Term Notice Date**”), [REDACTED]. The Extended Term of this Lease (“**Extended Term**”) is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“**Renewal Term**”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED].

[REDACTED]

[REDACTED]. This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

[REDACTED]. If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]
[REDACTED]; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED]
[REDACTED] Lessee shall pay
Lessor [REDACTED]
[REDACTED] (the "Development Rental Payment") as
consideration for the Development Period. [REDACTED]
[REDACTED].

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last
years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]
[REDACTED].

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 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

(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 the installation
of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall
pay or reimburse Lessor [REDACTED]
[REDACTED], 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or
other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time.

Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED] or (ii) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense, [REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED].

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any

Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, “commercial solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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”, 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion,

that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee's efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are “In Gross”.** The easements and related rights granted by Lessor in this Lease to Lessee are easements “in gross”, which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor’s rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor’s interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor’s interest in the Property for any payments made to Lessor prior to Lessee’s receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee’s option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar

Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be

deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Edwin B. Froggett

[REDACTED]
[REDACTED]
P: *Edwin B. Froggett*

Edwin Alan Froggett, and ~~Cathy A. Froggett~~ *et*

[REDACTED]
[REDACTED]
P: *Edwin Alan Froggett * Cathy A. Froggett*

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so

long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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LESSEE SIGNATURE PAGE

LESSEE

EXIE SOLAR, LLC

A Delaware limited liability company

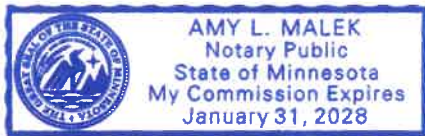
By: Nathan Franzen

Name: Nathan Franzen

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21 day of February, 2025 by Nathan Franzen, the Vice President of Exie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Amy L. Malek
Name: Amy L. Malek
Notary Public, State of Min
My commission expires: 1/31/28
Serial number, if any: 9949 53800 31

LESSOR SIGNATURE PAGE

Edwin B. Froggett
Edwin B. Froggett

(Signature of spouse, if any)

(Printed name of spouse, if any)

Edwin Alan Froggett
Edwin Alan Froggett

Edwin Alan Froggett Cathy A. Froggett
Edwin Alan Froggett, Attorney in Fact for Cathy A. Froggett

STATE OF KENTUCKY)
COUNTY OF GREEN) ss.

This instrument was signed, sworn to, and acknowledged before me on this, the 18
day of JEB, 2025, by Edwin B. Froggett,
using person, to be
(insert name of spouse, if any, and marital status)
their free act and deed.

Shelli Beard
Notary Public
Printed Name: Shelli Beard
My Commission Expires: 1-06-2027
Notary ID# HYNPL3051

STATE OF KENTUCKY)
) ss.
COUNTY OF GREEN)

This instrument was signed, sworn to, and acknowledged before me on this, the 18
day of FEB, 2025, by Edwin Alan Froggett, married to Cathy A. Froggett, to
be their free act and deed.

Sherril Beard
Notary Public
Printed Name: Sherril Beard
My Commission Expires: 1-06-2027
Notary ID# KYNP63051



STATE OF KENTUCKY)
) ss.
COUNTY OF GREEN)

This instrument was signed, sworn to, and acknowledged before me on this, the 18
day of FEB, 2025, by Edwin Alan Froggett, as attorney-in-fact on behalf of
Cathy A. Froggett, married to Edwin Alan
Froggett.

Sherril Beard
Notary Public
Printed Name: Sherril Beard
My Commission Expires: 1-06-2027
Notary ID# KYNP63051



EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 45-04, 45-06.01, 45-10, 45-28 and 55-43.01

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

First Tract

Beginning at a stone at beech and poplar pointers in Sweeney's (now Clark's) line; thence South 60-1/2° West 59-1/2 poles with said line to a stone on Liletown Road, this stone is intended to be the Old Harvey line; thence with same South 50° East 128 poles to a stone where a gum and dogwood and white walnut is called for in said Harvey line; thence North 51° East 54 poles to a stone in S.R. Dill's (now Hubbard and Mitchell) line; thence North 49° West 117 poles to the place of beginning, containing 40 acres, more or less.

Second Tract

A small tract or corner of land on the East side of said Liletown and Pierce Road and lies between said road and the first tract described herein and consists of about one acre, more or less.

Third Tract

A tract of land which lies on the East side of said Liletown and Pierce Road and binding thereon, and adjoins the said first tract of land herein described, on the North side and lies in a rectangle at the junction of the said first tract and the said road being about 3 acres, more or less.

First Exception

There is Excepted a parcel of land conveyed to J.V. Lile and Roberta Lile, by Aleda Thompson, a single person, et al, by deed dated March 9, 1979, and of record in Deed Book 138, page 480, Green County Court Clerk's Office, Kentucky, and described as follows:

Lying and being in Green County, Kentucky, in the Liletown Community and on the waters of Little Barren River and bounded, to-wit: Beginning at a stake on the East side of the Pierce-Liletown Road and corner to a new division line in the Jones farm; thence with the new line of Hancock and Lile North 60° East 980 feet to a stone, corner to Boil; thence with said Boil's line South 47° East 507 feet to a stake, a new corner of Hancock; thence with the line of Hancock and Lile South 55° West 1010 feet to a stake on the road; thence with the said road North 47° West 300 feet, North 45° West 250 feet to the point of beginning, containing 12 acres, more or less, according to a survey made on March 9, 1979, by Bobbie G. Blakeman, Green County Surveyor, Greensburg, Kentucky.

Second Exception

There is Excepted a parcel of land conveyed to J.V. Lile and his wife, Roberta Lile by Russell Hancock and his wife, Brenda Hancock, by deed dated December 4, 2000, and of record in Deed Book 192, page 664, Green County Court Clerk's Office, Kentucky, and bounded and described as follows:

Lying and being in Green County, Kentucky, and more particular described as follows: Beginning at a stone adjoining Pierce-Liletown Road on the East side and also adjoining the property of J.V. Lile and his wife, Roberta Lile; thence North with the land of J.V. Lile 240 feet to a stone; thence West 310 feet a new division line to a stone adjoining the Jim Meadows Road; thence South 335 feet with the Jim Meadows Road to a stone and corner adjoining the Pierce-Liletown Road; thence East 290 feet to a stone and corner and the beginning point, containing 1.6 acres, more or less.

Being the same property conveyed to Edwin B. Frogett by Russell Hancock and Brenda Hancock, husband and wife, by Deed dated January 9, 2007 and of record in Deed Book 217, Page 594 in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

Tract 1

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327" and any monument referred to herein as a "set witness pin" is a set pin with a red plastic cap stamped "Witness PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of a 50 foot wide Passway approximately 375 feet Southeast of Jim Meadows Road, a corner to Froggett, Deed Book 158 Page 287; thence with the center of said 50 foot wide Passway and the West line of Tract 5, South 31°38'11" East 559.72 feet to a point, a corner to Tract 2; thence with the line of Tract 2, South 67°12'22" West 25.30 feet to a set pin and South 67°12'22" West 788.86 feet to a set pin in the line of Froggett, Deed Book 217 Page 594; thence with the line of Froggett and then with the line of Lile, Deed Book 138 Page 480, North 43°04'44" West 586.82 feet to an existing stone, a corner to Lile and Parson, Deed Book 157 Page 734, said point being referenced North 85°08'51" West 2.25 feet from a set witness pin; thence with the line of Lile and Parson, North 66°56'38" East 397.48 feet to an existing stone, a corner to Froggett, Deed Book 158 Page 287, said point being referenced South 53°50'55" East 1.74 feet from a set witness pin; thence with the line of Froggett, North 67°06'37" East 508.79 feet to a set pin, North 67°06'37" East 14.88 feet to an existing stone referenced South 21°45'54" West 1.87 feet from a set witness pin, and thence North 67°29'22" East 10.42 feet to the point of beginning and being Tract 1 of Boils Division recorded in Plat Cabinet 1 Slide 128. Subject tract containing 11.0683 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Tract 2

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky and being more particularly described as follows:

Beginning at a point in the center of a 50 foot wide Passway approximately 935 feet Southeast of Jim Meadows Road, a corner to Tract 1; thence with the center of said 50 foot wide Passway and the West line of Tract 5, South 31°38'11" East 203.70 feet to a point and South 27°43'58" East 442.06 feet to a point, a corner to Tract 3; thence with the line of Tract 3, South 62°16'02" West 25.00 feet to a set pin and South 65°02'55" West 615.70 feet to a set pin, a corner to Froggett, Deed Book 217 Page 594; thence with the line of Froggett, North 42°50'15" West 710.04 feet to a set pin, a corner to Tract 1; thence with the line of Tract 1, North 67°12'22" East 788.86 feet to a set pin and North 67°12'22" East 25.30 feet to the point of beginning and being Tract 2 of Boils Division recorded in Plat Cabinet 1 Slide 128. Subject tract containing 11.0480 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Tract 3

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327" and any monument referred to herein as a "set witness pin" is a set pin with a red plastic cap stamped "Witness PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky and being more particularly described as follows:

Beginning at a point in the center of a 50 foot wide Passway approximately 1580 feet Southeast of Jim Meadows Road, a corner to Tract 4; thence with the center of said 50 foot wide Passway and with the West line of Tract 4, South 27°43'58" East 43.30 feet to a point at the center of a 50 foot radius cul-de-sac; thence continuing with the West line of Tract 4, South 50°13'12" East 50.00 feet to a set pin at the edge of said cul-de-sac; thence leaving the Passway and continuing with the West line of Tract 4, South 50°13'12" East 513.61 feet to a set pin in the line of Froggett, Deed Book 184 Page 560; thence with the line of Froggett, South 57°40'02" West 686.35 feet to an existing wood post, a corner to Froggett, Deed Book 217 Page 594, said point being referenced South 10°10'37" West 3.16 feet from a set witness pin; thence with the line of Froggett, North 42°31'39" West 671.23 feet to a set pin, a corner to Tract 2; thence with the line of Tract 2, North 65°02'55" East 615.70 feet to a set pin and North 62°16'02" East 25.00 feet to the point of beginning and being Tract 3 of Boils Division recorded in Plat Cabinet 1 Slide 128. Subject tract containing 9.1586 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Being the same property conveyed to Edwin B. Froggett by Winston Boils and Robin L. Boils, husband and wife, by deed dated May 15, 2010 and of record in deed Book 229, Page 102 in the Office of the Green County Clerk.

AND

Parcel I:

Two Tracts lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Tract 1: Beginning at a sycamore sprout on a hollow stump on the South East bank of said creek, running up same dividing the waters of same North 43° East 18 poles to the Harding Mill Spring, running from under a large rock on South East bank of the creek; thence continuing up and with said creek North 20° East 12 poles to a sycamore on said bank; thence North 37° East 38 poles; thence North 57° East 26 poles; thence due East 20 poles; thence South 59-1/2° East 29 poles to a stake on South bank of said creek, at call for white oak, (now gone). The second and last lines above are intended to stand as they are even though the said creek may change from its present location; thence up said creek North 7° West 125 poles crossing the creek five times to a sycamore; thence down the creek South 51-1/2° West 42 poles to a meeting house spring, corner to Ben Whitlock (now Carter); thence with same South 49° West 162 poles to call for white walnut, dogwood and gum in old Harvey's line; thence with same South 52° East about 56 poles to a stake, corner to Philpott; thence with same South 78° West about 90 poles to a stone at call for stake; thence South 10° West 15 poles to said creek; thence up same as it meanders to the beginning point, but there is excepted out of this boundary a school house lot and 4 acres deeded to F.W. Whitlock in his deed. AND

Tract 2: A parcel of land in Green County, Kentucky on the waters of Greasy Creek and bounded as follows to-wit: Beginning at the Old Harding Mill Spring on the South East Bank of said creek; thence up the creek North 20° East 12 poles to call for sycamore; thence North 37° East 4-3/4 poles to a small sycamore on South East Bank of said creek; thence a new line as follows: North 49-1/2° West 1-3/5 poles to an elm on the Northwest bank of creek; thence North 63-1/2° West 9-1/3 poles to a stone; thence South 20° West 6 poles and three links to a stone; thence South 38-3/4° East 3 poles and 21 links to a sycamore; thence South 5° West 13 poles and 14 links to a stake in Franklins line; thence with same North 43° East 6 feet to the beginning.

Parcel II:

Lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Beginning at a stone corner in C.L. Scroggy's line on East side of the Liletown and Pierce road; thence with said Scroggy's line South 76° East 9-3/5 poles to a stone corner to G.C. Robertson (now Paul Froggett) and said Scroggy; thence with Robertson line South 27° East 8-1/3 poles to a stone; thence South 46° West 9-1/5 poles to said Liletown and Pierce Road; thence with said road North 30° West 18 poles to the beginning.

Parcel III:

Lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Being a parcel of land on the Southwest side of Greasy Creek and containing four acres, more or less, and being all the land on the Southwest side.

Being the same property conveyed to (i) Paul Froggett and Joyce Froggett, husband and wife, from (ii) Paul Froggett and Joyce Froggett, husband and wife, and Edwin Brown Froggett and Essie

Froggett, husband and wife, by deed dated June 19, 1964 and of record in Deed Book 102, Page 392 in the Office of the Green County Clerk. Joyce Froggett died testate and, pursuant to the Last Will and Testament of Joyce Froggett of record in Will Book 14, Page 51 in the Office of the Green County Clerk, Paul Froggett acquired the interest in the said property of Joyce Froggett. Paul Froggett died intestate February 22, 1998 and, pursuant to an Affidavit of Descent of record in Deed Book 184, Page 557 in the Office of the Green County Clerk, a one-half interest in the said property passed to Sammy Froggett and an one-half interest in the said property passed to Edwin B. Froggett. Sammy Froggett conveyed his one-half interest in the said property to Edwin B. Froggett by deed dated March 31, 1998 of record in Deed Book 184, Page 560.

AND

Lying and being in Green County, Kentucky, at a "PK" nail set at the intersection of Liletown Road and Luther Road; thence North $58^{\circ}55'21''$ East, a distance of 1001.27 feet to a rebar set near the end of Luther Road, and agreed corner with Tommy Yates (Deed Book 185, page 138), all set rebars are 3/4 inches x 18 inches with an orange identification cap stamped N.A. Phipps PLS #3448, said rebar is the True Point of Beginning; thence North $53^{\circ}49'49''$ West, a distance of 47.34 feet with Yates to a point in Greasy Creek, corner with Edwin Froggett (Deed Book 184, page 557) and with said creek for the next five (5) calls: (1) thence North $28^{\circ}28'58''$ East, a distance of 450.25 feet; (2) thence North $45^{\circ}28'58''$ East, a distance of 627.00 feet; (3) thence North $65^{\circ}28'58''$ East, a distance of 429.00 feet; (4) thence South $81^{\circ}31'02''$ East, a distance of 330.00 feet; (5) thence South $51^{\circ}01'02''$ East, a distance of 478.50 feet; thence South $12^{\circ}31'02''$ East, a distance of 36.48 feet leaving said creek to a twenty (20) inch Oak witnessed by a set rebar; thence South $12^{\circ}31'03''$ East, a distance of 452.09 feet to a rebar set on the North side of Whitlock Cemetery Road; thence South $65^{\circ}55'29''$ West, a distance of 648.49 feet with Daniel Haynes (Deed Book 183, page 487) to a set rebar; thence South $57^{\circ}20'53''$ West, a distance of 427.01 feet with same to a found 1/2 inch rebar, corner with Daniel Haynes (Deed Book 182, page 690); thence South $65^{\circ}12'05''$ West, a distance of 598.27 feet with same to a fourteen (14) inch white oak witnessed by a set rebar; thence North $42^{\circ}44'01''$ West, a distance of 465.06 to a set rebar, corner with Tommy Yates (Deed Book 185, page 138); thence North $47^{\circ}29'02''$ East, a distance of 151.38 feet with same to a set rebar; thence North $53^{\circ}49'49''$ West, a distance of 147.93 feet to the Point of Beginning; said described tract containing 39.828 acres as determined by a survey performed by Tri-County Surveying, completed the 18th day of August, 2000.

Being the same property conveyed to Edwin B. Froggett by Pauline Franklin, a widow, by Deed dated October 28, 2000 and of record in Deed Book 192, Page 448 in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

First Tract: Beginning at an 18 inch wild cherry on the East side of Whitlock Cemetery Road, said tree being a corner to Edwin B. Froggett (Deed Book 170, Page 94), Herbert Brown (Deed Book 173, Page 532) and Wendell Janes (Deed Book 178, Page 398); thence with the property line of Herbert Brown, North $4^{\circ}11'20''$ West for a distance of 266.55 feet to a set steel stake, North

40°05'15" East for a distance of 82.72 feet to a set steel stake, North 28°25'44" East for a distance of 136.08 feet to a set steel stake, North 22°49'54" East for a distance of 133.96 feet to a set steel stake in the line of Grady Thompson (Deed Book 115, Page 294); thence with the line of Grady Thompson, North 66°23'23" East for a distance of 83.41 feet to a post in the center of the old Liletown and Greensburg Road, said post being a corner to Grady Thompson and Joey Houk (Deed Book 174, Page 696); thence with the center of said road and the line of Joey Houk, North 51°26'53" East for a distance of 357.90 feet, North 50°46'17" East for a distance of 260.93 feet, North 55°45'19" East for a distance of 436.04 feet to a point in the center of Greasy Creek, passing a steel reference stake at 382.63 feet; thence from the point in the center of said creek and the property line of Bobby Lee Janes (Deed Book 100, Pages 484 and 485), South 55°03'15" East for a distance of 162.99 feet, South 43°36'06" East for a distance of 165.71 feet, South 22°08'36" East for a distance of 144.19 feet, South 13°54'25" East for a distance of 162.46 feet, South 22°37'42" East for a distance of 176.08 feet to a creek, South 02°30'53" East for a distance of 160.96 feet, South 11°08'38" East for a distance of 162.18 feet to a 30 inch sycamore on the West bank of the creek, South 26°46'32" East for a distance of 28.36 feet to a set steel stake and corner to Richard Mills (Deed Book 147, Page 96); thence with the property line of Richard Mills, South 76°51'34" West for a distance of 71.37 feet to a set steel stake and a corner to Jerry Todd Rogers (Deed Book 162, Page 408); thence continuing with the line of said Rogers, South 76°51'34" West for a distance of 789.32 feet to set steel stake on the West side to an old roadbed, said stake also lying on the North side of the Whitlock Cemetery and is a corner to Jerry Todd Rogers and Edwin B. Froggett (Deed Book 170, Page 94); thence with the line of Froggett, South 53°57'55" West for a distance of 559.51 feet to a 24 inch locust, North 38°43'42" West for a distance of 382.13 feet to the beginning.

There is Excepted from the above boundary the following tracts of land:

First Tract Exception: Beginning at an 18 inch wild cherry on the East side of Whitlock Cemetery Road, said tree being a corner to Edwin B. Froggett, Herbert Brown and Wendell Janes; thence with the line of Brown, North 04°11'20" West for a distance of 100 feet to a stake; thence turning right and running a distance of 168 feet to a stake and new corner in Jane's property; thence turning right and running a distance of 115 feet, a new corner in Janes property; thence turning right for a distance of 212 feet to a stake and corner to Froggett; thence North 38°43'42" West for a distance of 34 feet to the point of beginning.

Second Tract Exception: Beginning at an iron pin on the East right of way of G. Thompson Road, corner to Herbert Brown and Durrett; thence in a Northeasterly direction with the fence, a new division line in the lands of Durrett, to an iron pin, corner to Herbert Brown and Grady Thompson; this being all the land on the Western side of said fence.

Being the same property conveyed to Edwin B. Froggett B. Froggett by Bradley Wallace Thompson by deed dated July 24 2007 and of record in Deed Book 219, Page 545 in the Office of the Green County Clerk.

The Property contains approximately 241.50 acres.

EXHIBIT A-1

SITE PLAN

Edwin B. & Alan Froggett
Parcel No: 45-04, 45-06.01, 55-43.01, 45-28, 45-10
Green County, Kentucky
Lease Area contains approximately 206 acres
Entire Parcel Area contains approximately 241.5 acres



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 21st day of February, 2025, by and between Edwin B. Froggett, a single person, whose address is: 107 Quail Valley Drive, Greensburg, KY 42743 and Edwin Alan Froggett, and Cathy A. Froggett, husband and wife whose address is: 3344 Liletown Road, Greensburg, KY 41743 (“**Lessor**”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 1, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117514, in Book D259, Pages 690-705, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021 as Document No. 118880, in Book MS19 Pages 738-478 in the Office of the County Clerk for Green County, Kentucky; and that certain Amendment to Land Lease and Solar Agreement dated June 27, 2024, as evidenced by that certain Memorandum of Amendment to Land Lease and Solar Easement filed of record on July 3, 2024 as Document No. 128208, in Book MS21, Pages 414-429, records of the Green County Court Clerk. (the “**Original Lease**”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS:

A. Lessor is the owner of certain property in the County of Green State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated February 21, 2025 (the “Lease Agreement”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “Premises”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement of [REDACTED] (the “Development Period”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon [REDACTED] (“Construction Date”); or (ii) [REDACTED] (“Construction Period Notice Date”). The Construction Period of the Lease Agreement (“Construction Period”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon [REDACTED] (“Commercial Operation Date”); or (ii) [REDACTED] (“Extended Term Notice Date”). The Extended Term of the Lease Agreement (“Extended Term”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term [REDACTED] upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of [REDACTED] and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated February 21, 2025 (the “Effective Date”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial 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 Agreement. Commercial solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease Agreement and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease Agreement, 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 Lease Agreement, or any right or interest in this Lease Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the solar power 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 the Lease 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 the Lease Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease Agreement and to this Memorandum of Lease. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in the Lease Agreement shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to the Lease Agreement and Memorandum of Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

5. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the

terms, covenants and conditions of the Lease Agreement.

7. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSEE SIGNATURE PAGE

LESSEE

EXIE SOLAR, LLC

A Delaware limited liability company

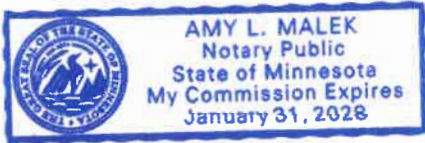
By: *Nathan Franzen*

Name: *Nathan Franzen*

Its: *Vice President*

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged, before me this *21st* day of *February*, 20*25* by *Nathan Franzen*, the *Vice President* of Exie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Amy Malek
Name: *Amy Malek*
Notary Public, State of *MP*
My commission expires: *1/31/28*
Serial number, if any: *99495380031*

LESSOR SIGNATURE PAGE

Edwin B. Froggett
Edwin B. Froggett

(Signature of spouse, if any)

(Printed name of spouse, if any)

Edwin Alan Froggett
Edwin Alan Froggett

Edwin Alan Froggett Cathy A. Froggett
Edwin Alan Froggett, Attorney in Fact for Cathy A. Froggett

STATE OF KENTUCKY)
COUNTY OF GREEN) ss.

This instrument was signed, sworn to, and acknowledged before me on this, the 18 day of FEB, 2025, by Edwin B. Froggett, a single person, to be their free act and deed.
(insert name of spouse, if any, and marital status)

Sherri Beard
Notary Public
Printed Name: Sherri Beard
My Commission Expires: 1-06-2027
Notary ID# 4YNP63051



STATE OF KENTUCKY)
) ss.
COUNTY OF GREEN)

This instrument was signed, sworn to, and acknowledged before me on this, the 18
day of FEB, 2025, by Edwin Alan Froggett, married to Cathy A. Froggett, to
be their free act and deed.

Sherril Beard
Notary Public
Printed Name: Sherril Beard
My Commission Expires: 1-06-2027
Notary ID# 414NP63051



STATE OF KENTUCKY)
) ss.
COUNTY OF GREEN)

This instrument was signed, sworn to, and acknowledged before me on this, the 18
day of FEB, 2025, by Edwin Alan Froggett, as attorney-in-fact on behalf of
Cathy A. Froggett, married to Edwin Alan
Froggett.

Sherril Beard
Notary Public
Printed Name: Sherril Beard
My Commission Expires: 1-06-2027
Notary ID# 414NP63051



This instrument prepared
by and return to:
Real Estate Department
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
By: Michael J. Young
Michael J. Young, General Counsel

**EXHIBIT A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 45-04, 45-06.01, 45-10, 45-28 and 55-43.01

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

First Tract

Beginning at a stone at beech and poplar pointers in Sweeney's (now Clark's) line; thence South 60-1/2° West 59-1/2 poles with said line to a stone on Liletown Road, this stone is intended to be the Old Harvey line; thence with same South 50° East 128 poles to a stone where a gum and dogwood and white walnut is called for in said Harvey line; thence North 51° East 54 poles to a stone in S.R. Dill's (now Hubbard and Mitchell) line; thence North 49° West 117 poles to the place of beginning, containing 40 acres, more or less.

Second Tract

A small tract or corner of land on the East side of said Liletown and Pierce Road and lies between said road and the first tract described herein and consists of about one acre, more or less.

Third Tract

A tract of land which lies on the East side of said Liletown and Pierce Road and binding thereon, and adjoins the said first tract of land herein described, on the North side and lies in a rectangle at the junction of the said first tract and the said road being about 3 acres, more or less.

First Exception

There is Excepted a parcel of land conveyed to J.V. Lile and Roberta Lile, by Aleda Thompson, a single person, et al, by deed dated March 9, 1979, and of record in Deed Book 138, page 480, Green County Court Clerk's Office, Kentucky, and described as follows:

Lying and being in Green County, Kentucky, in the Liletown Community and on the waters of Little Barren River and bounded, to-wit: Beginning at a stake on the East side of the Pierce-Liletown Road and corner to a new division line in the Jones farm; thence with the new line of Hancock and Lile North 60° East 980 feet to a stone, corner to Boil; thence with said Boil's line South 47° East 507 feet to a stake, a new corner of Hancock; thence with the line of Hancock and Lile South 55° West 1010 feet to a stake on the road; thence with the said road North 47° West 300 feet, North 45° West 250 feet to the point of beginning, containing 12 acres, more or less, according to a survey made on March 9, 1979, by Bobbie G. Blakeman, Green County Surveyor, Greensburg, Kentucky.

Second Exception

There is Excepted a parcel of land conveyed to J.V. Lile and his wife, Roberta Lile by Russell Hancock and his wife, Brenda Hancock, by deed dated December 4, 2000, and of record in Deed Book 192, page 664, Green County Court Clerk's Office, Kentucky, and bounded and described as follows:

Lying and being in Green County, Kentucky, and more particular described as follows: Beginning at a stone adjoining Pierce-Liletown Road on the East side and also adjoining the property of J.V. Lile and his wife, Roberta Lile; thence North with the land of J.V. Lile 240 feet to a stone; thence West 310 feet a new division line to a stone adjoining the Jim Meadows Road; thence South 335 feet with the Jim Meadows Road to a stone and corner adjoining the Pierce-Liletown Road; thence East 290 feet to a stone and corner and the beginning point, containing 1.6 acres, more or less.

Being the same property conveyed to Edwin B. Frogett by Russell Hancock and Brenda Hancock, husband and wife, by Deed dated January 9, 2007 and of record in Deed Book 217, Page 594 in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

Tract 1

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327" and any monument referred to herein as a "set witness pin" is a set pin with a red plastic cap stamped "Witness PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky, and being more particularly described as follows: Beginning at a point in the center of a 50 foot wide Passway approximately 375 feet Southeast of Jim Meadows Road, a corner to Froggett, Deed Book 158 Page 287; thence with the center of said 50 foot wide Passway and the West line of Tract 5, South 31°38'11" East 559.72 feet to a point, a corner to Tract 2; thence with the line of Tract 2, South 67°12'22" West 25.30 feet to a set pin and South 67°12'22" West 788.86 feet to a set pin in the line of Froggett, Deed Book 217 Page 594; thence with the line of Froggett and then with the line of Lile, Deed Book 138 Page 480, North 43°04'44" West 586.82 feet to an existing stone, a corner to Lile and Parson, Deed Book 157 Page 734, said point being referenced North 85°08'51" West 2.25 feet from a set witness pin; thence with the line of Lile and Parson, North 66°56'38" East 397.48 feet to an existing stone, a corner to Froggett, Deed Book 158 Page 287, said point being referenced South 53°50'55" East 1.74 feet from a set witness pin; thence with the line of Froggett, North 67°06'37" East 508.79 feet to a set pin, North 67°06'37" East 14.88 feet to an existing stone referenced South 21°45'54" West 1.87 feet from a set witness pin, and thence North 67°29'22" East 10.42 feet to the point of beginning and being Tract 1 of Boils Division recorded in Plat Cabinet I Slide 128. Subject tract containing 11.0683 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Tract 2

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky and being more particularly described as follows:

Beginning at a point in the center of a 50 foot wide Passway approximately 935 feet Southeast of Jim Meadows Road, a corner to Tract 1; thence with the center of said 50 foot wide Passway and the West line of Tract 5, South 31°38'11" East 203.70 feet to a point and South 27°43'58" East 442.06 feet to a point, a corner to Tract 3; thence with the line of Tract 3, South 62°16'02" West 25.00 feet to a set pin and South 65°02'55" West 615.70 feet to a set pin, a corner to Froggett, Deed Book 217 Page 594; thence with the line of Froggett, North 42°50'15" West 710.04 feet to a set pin, a corner to Tract 1; thence with the line of Tract 1, North 67°12'22" East 788.86 feet to a set pin and North 67°12'22" East 25.30 feet to the point of beginning and being Tract 2 of Boils Division recorded in Plat Cabinet 1 Slide 128. Subject tract containing 11.0480 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Tract 3

Unless stated otherwise any monument referred to herein as a "set pin" is a one-half inch diameter rebar pin, eighteen inches in length, with yellow plastic cap stamped "J.G. Pettit, PLS. 3327" and any monument referred to herein as a "set witness pin" is a set pin with a red plastic cap stamped "Witness PLS. 3327". All bearings stated herein are referenced to Magnetic North as observed on March 12, 2010.

Subject property being located off of Jim Meadows Road approximately 0.4 miles Northeast of Liletown Road in Green County, Kentucky and being more particularly described as follows:

Beginning at a point in the center of a 50 foot wide Passway approximately 1580 feet Southeast of Jim Meadows Road, a corner to Tract 4; thence with the center of said 50 foot wide Passway and with the West line of Tract 4, South 27°43'58" East 43.30 feet to a point at the center of a 50 foot radius cul-de-sac; thence continuing with the West line of Tract 4, South 50°13'12" East 50.00 feet to a set pin at the edge of said cul-de-sac; thence leaving the Passway and continuing with the West line of Tract 4, South 50°13'12" East 513.61 feet to a set pin in the line of Froggett, Deed Book 184 Page 560; thence with the line of Froggett, South 57°40'02" West 686.35 feet to an existing wood post, a corner to Froggett, Deed Book 217 Page 594, said point being referenced South 10°10'37" West 3.16 feet from a set witness pin; thence with the line of Froggett, North 42°31'39" West 671.23 feet to a set pin, a corner to Tract 2; thence with the line of Tract 2, North 65°02'55" East 615.70 feet to a set pin and North 62°16'02" East 25.00 feet to the point of beginning and being Tract 3 of Boils Division recorded in Plat Cabinet 1 Slide 128. Subject tract containing 9.1586 acres, more or less, per survey directed by J.G. Pettit (PLS. 3327) with Pettit Land Surveying on April 9, 2010. Johnny G. Pettit, PLS # 3327, Date: 4/27/2010.

Being the same property conveyed to Edwin B. Froggett by Winston Boils and Robin L. Boils, husband and wife, by deed dated May 15, 2010 and of record in deed Book 229, Page 102 in the Office of the Green County Clerk.

AND

Parcel I:

Two Tracts lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Tract 1: Beginning at a sycamore sprout on a hollow stump on the South East bank of said creek, running up same dividing the waters of same North 43° East 18 poles to the Harding Mill Spring, running from under a large rock on South East bank of the creek; thence continuing up and with said creek North 20° East 12 poles to a sycamore on said bank; thence North 37° East 38 poles; thence North 57° East 26 poles; thence due East 20 poles; thence South 59-1/2° East 29 poles to a stake on South bank of said creek, at call for white oak, (now gone). The second and last lines above are intended to stand as they are even though the said creek may change from its present location; thence up said creek North 7° West 125 poles crossing the creek five times to a sycamore; thence down the creek South 51-1/2° West 42 poles to a meeting house spring, corner to Ben Whitlock (now Carter); thence with same South 49° West 162 poles to call for white walnut, dogwood and gum in old Harvey's line; thence with same South 52° East about 56 poles to a stake, corner to Philpott; thence with same South 78° West about 90 poles to a stone at call for stake; thence South 10° West 15 poles to said creek; thence up same as it meanders to the beginning point, but there is excepted out of this boundary a school house lot and 4 acres deeded to F.W. Whitlock in his deed. AND

Tract 2: A parcel of land in Green County, Kentucky on the waters of Greasy Creek and bounded as follows to-wit: Beginning at the Old Harding Mill Spring on the South East Bank of said creek; thence up the creek North 20° East 12 poles to call for sycamore; thence North 37° East 4-3/4 poles to a small sycamore on South East Bank of said creek; thence a new line as follows: North 49-1/2° West 1-3/5 poles to an elm on the Northwest bank of creek; thence North 63-1/2° West 9-1/3 poles to a stone; thence South 20° West 6 poles and three links to a stone; thence South 38-3/4° East 3 poles and 21 links to a sycamore; thence South 5° West 13 poles and 14 links to a stake in Franklins line; thence with same North 43° East 6 feet to the beginning.

Parcel II:

Lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Beginning at a stone corner in C.L. Scroggy's line on East side of the Liletown and Pierce road; thence with said Scroggy's line South 76° East 9-3/5 poles to a stone corner to G.C. Robertson (now Paul Froggett) and said Scroggy; thence with Robertson line South 27° East 8-1/3 poles to a stone; thence South 46° West 9-1/5 poles to said Liletown and Pierce Road; thence with said road North 30° West 18 poles to the beginning.

Parcel III:

Lying and being in Green County, Kentucky, on the waters of Greasy Creek and being more particularly described as follows:

Being a parcel of land on the Southwest side of Greasy Creek and containing four acres, more or less, and being all the land on the Southwest side.

Being the same property conveyed to (i) Paul Froggett and Joyce Froggett, husband and wife, from (ii) Paul Froggett and Joyce Froggett, husband and wife, and Edwin Brown Froggett and Essie

Froggett, husband and wife, by deed dated June 19, 1964 and of record in Deed Book 102, Page 392 in the Office of the Green County Clerk. Joyce Froggett died testate and, pursuant to the Last Will and Testament of Joyce Froggett of record in Will Book 14, Page 51 in the Office of the Green County Clerk, Paul Froggett acquired the interest in the said property of Joyce Froggett. Paul Froggett died intestate February 22, 1998 and, pursuant to an Affidavit of Descent of record in Deed Book 184, Page 557 in the Office of the Green County Clerk, a one-half interest in the said property passed to Sammy Froggett and an one-half interest in the said property passed to Edwin B. Froggett. Sammy Froggett conveyed his one-half interest in the said property to Edwin B. Froggett by deed dated March 31, 1998 of record in Deed Book 184, Page 560.

AND

Lying and being in Green County, Kentucky, at a "PK" nail set at the intersection of Liletown Road and Luther Road; thence North 58°55'21" East, a distance of 1001.27 feet to a rebar set near the end of Luther Road, and agreed corner with Tommy Yates (Deed Book 185, page 138), all set rebars are 3/4 inches x 18 inches with an orange identification cap stamped N.A. Phipps PLS #3448, said rebar is the True Point of Beginning; thence North 53°49'49" West, a distance of 47.34 feet with Yates to a point in Greasy Creek, corner with Edwin Froggett (Deed Book 184, page 557) and with said creek for the next five (5) calls: (1) thence North 28°28'58" East, a distance of 450.25 feet; (2) thence North 45°28'58" East, a distance of 627.00 feet; (3) thence North 65°28'58" East, a distance of 429.00 feet; (4) thence South 81°31'02" East, a distance of 330.00 feet; (5) thence South 51°01'02" East, a distance of 478.50 feet; thence South 12°31'02" East, a distance of 36.48 feet leaving said creek to a twenty (20) inch Oak witnessed by a set rebar; thence South 12°31'03" East, a distance of 452.09 feet to a rebar set on the North side of Whitlock Cemetery Road; thence South 65°55'29" West, a distance of 648.49 feet with Daniel Haynes (Deed Book 183, page 487) to a set rebar; thence South 57°20'53" West, a distance of 427.01 feet with same to a found 1/2 inch rebar, corner with Daniel Haynes (Deed Book 182, page 690); thence South 65°12'05" West, a distance of 598.27 feet with same to a fourteen (14) inch white oak witnessed by a set rebar; thence North 42°44'01" West, a distance of 465.06 to a set rebar, corner with Tommy Yates (Deed Book 185, page 138); thence North 47°29'02" East, a distance of 151.38 feet with same to a set rebar; thence North 53°49'49" West, a distance of 147.93 feet to the Point of Beginning; said described tract containing 39.828 acres as determined by a survey performed by Tri-County Surveying, completed the 18th day of August, 2000.

Being the same property conveyed to Edwin B. Froggett by Pauline Franklin, a widow, by Deed dated October 28, 2000 and of record in Deed Book 192, Page 448 in the Office of the Green County Clerk.

AND

All of the following described real property, lying and being in the County of Green, State of Kentucky, to wit:

First Tract: Beginning at an 18 inch wild cherry on the East side of Whitlock Cemetery Road, said tree being a corner to Edwin B. Froggett (Deed Book 170, Page 94), Herbert Brown (Deed Book 173, Page 532) and Wendell Janes (Deed Book 178, Page 398); thence with the property line of Herbert Brown, North 4°11'20" West for a distance of 266.55 feet to a set steel stake, North

40°05'15" East for a distance of 82.72 feet to a set steel stake, North 28°25'44" East for a distance of 136.08 feet to a set steel stake, North 22°49'54" East for a distance of 133.96 feet to a set steel stake in the line of Grady Thompson (Deed Book 115, Page 294); thence with the line of Grady Thompson, North 66°23'23" East for a distance of 83.41 feet to a post in the center of the old Liletown and Greensburg Road, said post being a corner to Grady Thompson and Joey Houk (Deed Book 174, Page 696); thence with the center of said road and the line of Joey Houk, North 51°26'53" East for a distance of 357.90 feet, North 50°46'17" East for a distance of 260.93 feet, North 55°45'19" East for a distance of 436.04 feet to a point in the center of Greasy Creek, passing a steel reference stake at 382.63 feet; thence from the point in the center of said creek and the property line of Bobby Lee Janes (Deed Book 100, Pages 484 and 485), South 55°03'15" East for a distance of 162.99 feet, South 43°36'06" East for a distance of 165.71 feet, South 22°08'36" East for a distance of 144.19 feet, South 13°54'25" East for a distance of 162.46 feet, South 22°37'42" East for a distance of 176.08 feet to a creek, South 02°30'53" East for a distance of 160.96 feet, South 11°08'38" East for a distance of 162.18 feet to a 30 inch sycamore on the West bank of the creek, South 26°46'32" East for a distance of 28.36 feet to a set steel stake and corner to Richard Mills (Deed Book 147, Page 96); thence with the property line of Richard Mills, South 76°51'34" West for a distance of 71.37 feet to a set steel stake and a corner to Jerry Todd Rogers (Deed Book 162, Page 408); thence continuing with the line of said Rogers, South 76°51'34" West for a distance of 789.32 feet to set steel stake on the West side to an old roadbed, said stake also lying on the North side of the Whitlock Cemetery and is a corner to Jerry Todd Rogers and Edwin B. Froggett (Deed Book 170, Page 94); thence with the line of Froggett, South 53°57'55" West for a distance of 559.51 feet to a 24 inch locust, North 38°43'42" West for a distance of 382.13 feet to the beginning.

There is Excepted from the above boundary the following tracts of land:

First Tract Exception: Beginning at an 18 inch wild cherry on the East side of Whitlock Cemetery Road, said tree being a corner to Edwin B. Froggett, Herbert Brown and Wendell Janes; thence with the line of Brown, North 04°11'20" West for a distance of 100 feet to a stake; thence turning right and running a distance of 168 feet to a stake and new corner in Jane's property; thence turning right and running a distance of 115 feet, a new corner in Janes property; thence turning right for a distance of 212 feet to a stake and corner to Froggett; thence North 38°43'42" West for a distance of 34 feet to the point of beginning.

Second Tract Exception: Beginning at an iron pin on the East right of way of G. Thompson Road, corner to Herbert Brown and Durrett; thence in a Northeasterly direction with the fence, a new division line in the lands of Durrett, to an iron pin, corner to Herbert Brown and Grady Thompson; this being all the land on the Western side of said fence.

Being the same property conveyed to Edwin B. Froggett B. Froggett by Bradley Wallace Thompson by deed dated July 24 2007 and of record in Deed Book 219, Page 545 in the Office of the Green County Clerk.

The Property contains approximately 241.50 acres.

**EXHIBIT A-1
TO MEMORANDUM
SITE PLAN**

The Site Plan may be supplemented or revised by Lessee in accordance with Lessee's right to reduce the size of the Premises under the Lease Agreement.

Edwin B. & Alan Froggett
Parcel No: 45-04, 45-06.01, 55-43.01, 45-28, 45-10
Green County, Kentucky
Lease Area contains approximately 206 acres
Entire Parcel Area contains approximately 241.5 acres



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on March 11, 2021 (the “Effective Date”), by and between Joey Lynn Houk and Jennifer Harris Houk, husband and wife (“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 24, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117510 in Book D259, Pages 658-664, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021, as Document No. 118796, in Book MS19, Pages 711-716, in the Office of the County Clerk for Green County, Kentucky. (the “Original Lease”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

- A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).
- B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.
- C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without

limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee's rights under this Lease continue throughout the term of this Lease (the "Term"). Initially, the Term shall be for the Development Period. The "Development Period" of the Lease [REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] ("Construction Date"); or [REDACTED] ("Construction Period Notice Date"), [REDACTED]

The Construction Period of the Lease ("Construction Period") is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] ("Commercial Operation Date"); or [REDACTED] ("Extended Term Notice Date"), [REDACTED]

The Extended Term of this Lease ("Extended Term") is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] "Renewal Term"). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate

and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or

(d) [REDACTED]
[REDACTED] or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED] Lessee shall pay
Lessor [REDACTED]
[REDACTED] (the "Development Rental Payment") as
consideration for the Development Period. [REDACTED]
[REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED]
[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED]
[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED]
[REDACTED], 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED]. Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest,

Section 4.3 Lessee’s Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee’s Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED], such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED];

[REDACTED] or (ii) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor’s expense,

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the “**Extended Term Security**”) to secure Lessee’s obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED]
[REDACTED]

or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

[REDACTED]
[REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

[REDACTED]
[REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential

interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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”, 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

. (a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations

under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR

ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the

confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

Joey Houk
Joey Lynn Houk

Jennifer Harris Houk
Jennifer Harris Houk

STATE OF KENTUCKY)
COUNTY OF Green) ss.

The foregoing instrument was acknowledged before me this 24 day of February 2025, by Joey Lynn Houk and Jennifer Harris Houk, husband and wife (name of person acknowledged).

Ramona R. Murrell
Name: Ramona R. Murrell
Notary Public, State of Kentucky
My commission expires: June 14 2026
Serial number, if any: KYNP53616

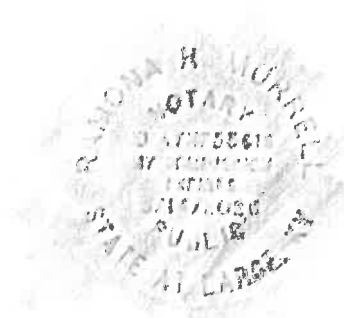


EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 55-42.04

Real Property located in Green County, Kentucky, to-wit:

Being Tract III of the Houk Family Farm Subdivision as recorded in Plat Cabinet 1, Page 334, in the office of the Green County Clerk, Kentucky.

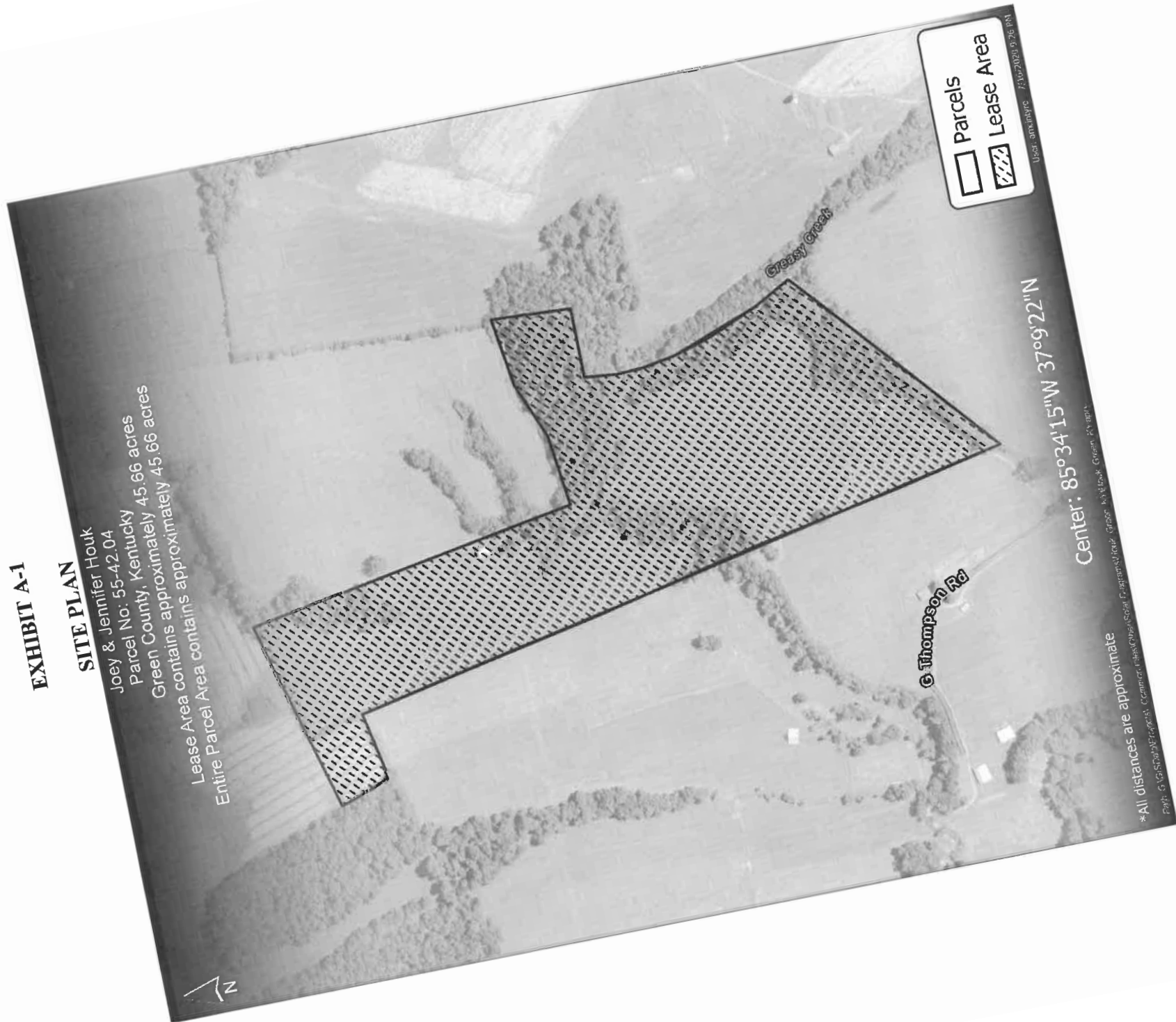
This being a part of the same property conveyed to Joey Houk, Jewell Hudgins and Sandra Ervin, by deed of Rupert Houk and his wife Claris Houk, and Vernon Houk and his wife Callie Houk, dated September 27, 1994, of records in Deed 174, Page 696, in the Green County Clerk's Office, Kentucky.

The parcel contains 45.66 acres.

EXHIBIT A-1

SITE PLAN

Joey & Jennifer Houk
Parcel No: 55-42.04
Green County, Kentucky 45.66 acres
Lease Area contains approximately 45.66 acres
Entire Parcel Area contains approximately 45.66 acres



Thompson Rd

Cresty Creek

Legend:

- Parcels (solid black outline)
- Lease Area (hatched pattern)

Center: 85°34'15"W 37°09'22"N

*All distances are approximate
Print: 6/24/2023 9:26 AM

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on March 12, 2026 (the “Effective Date”), by and between Vanda J. Lile, Trustee of the Lile Family Farms Trust dated December 20, 2022, as successor in interest to Vanda J. Lile, a single person (“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 20, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117511 in Vol. D259, Pages 665-673, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021, as Document No. 118794, in Book MS19, Pages 698-704, in the Office of the County Clerk for Green County, Kentucky (the “Original Lease”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Project.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected

and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to

Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee's rights under this Lease continue throughout the term of this Lease (the "Term"). Initially, the Term shall be for the Development Period. The "Development Period" of the Lease commences on the Effective Date and expires the 31st day of December, 2028.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] ("Construction Date"); or [REDACTED] ("Construction Period Notice Date"), [REDACTED]. The Construction Period of the Lease ("Construction Period") is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] ("Commercial Operation Date"); or [REDACTED] ("Extended Term Notice Date"), [REDACTED]. The Extended Term of this Lease ("Extended Term") is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] ("Renewal Term"). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

If

Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]

[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]

[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated based [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED]
[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor’s renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee’s construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor’s interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest,

Section 4.3 Lessee’s Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee’s Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities

such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i)

If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor’s expense,

[REDACTED]

[REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the “**Extended Term Security**”) to secure Lessee’s obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) \$ [REDACTED]

[REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential

interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the "**Mineral Estate**") or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor's rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee's use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee's efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

. (a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or

transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

(i) [REDACTED]

(ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Lile Family Farms Trust
% Vanda Jean Lile, trustee
[REDACTED]
[REDACTED]

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Copy to: Emmons & Puckett, PLLC
Alison Emmons, Attorney
232 W. Main Street
Richmond, Ky 40475

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR

ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the

confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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LESSOR SIGNATURE PAGE

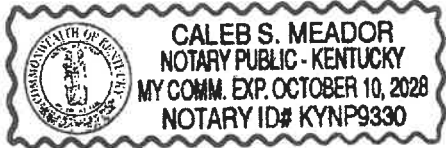
Lile Family Farms Trust dated
December 20, 2022

By: Vanda J. Lile, Trustee
Vanda J. Lile, Trustee

STATE OF KENTUCKY)
COUNTY OF Warren) ss.
)

The foregoing instrument was acknowledged before me this 5th day of March, 2025, by Vanda J. Lile as Trustee of Lile Family Farms Trust dated December 20, 2022, on behalf of the trust.

Caleb Meador



Notary Public
Printed Name: Caleb Meador
My Commission Expires: 10-10-2028

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 31-57, 45-03.01, 45-04.01 and 45-04.02

TRACT ONE

Two certain tracts of land on the waters of Greasy Creek in Green County, State of Kentucky and described as follows:

FIRST TRACT: Beginning at a black oak and two dogwoods, corner to Lot. No. 1 and fig. 12; thence N. 39 W 157 poles to a beech, poplar and hickory, Fig. 13; thence S. 54 E 20 poles to sugar tree and white beech, Fig. 14; thence S. 84 E. 65 poles to a hickory, white oak and dogwood, fig. 15; thence N. 40 E. 40 poles to a sugartree, white walnut on the south side of a large sink, fig. 16; thence N. 23 E. 20 poles to a large poplar tree, Fig. 17; thence N. 26 E. 56 poles to two white oaks and dogwood, fig. 5; thence N. 51, 52 poles to the place of beginning, containing 60 acres more or less, less three acres more or less on the south side of this farm, deed to Miss Pauline Wisdom; and also less 23-1/4 acres, more or less, which was sold to Miss Pauline Wisdom, January 24, 1942, making a total of 26-1/4 acres, which is not included in this conveyance, making in this conveyance approximately 36-3/4 acres, more or less.

TRACT NO. 2: Beginning at a walnut tree in the line of party of the first part and I.W. Kessler; thence running a new line S. 21 W. 97-3/5 poles to a stone in Ira Lile's line; thence with his line S. 48 E. 27 2/5 poles to a black walnut tree and a black gum tree, corner to said Lile, Robert Phillips, and Mrs. L.F. Clark, thence with Mrs. Clarks line, N. 39 E. 155 poles to a stone, corner to I.W. Kessler and to Robert Phillips; thence with the line of said Kessler and Robert Phillips to the beginning containing 46 acres, more or less.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a stake opposite a stone on the Liletown and Pierce Road on the West side of same, a corner to G.W. Clark; thence with said road South 50° East (old call 54°) 47 poles to a stone on said road, corner to Fountain Philpott; thence with same South 40° West 78-2/5 poles to a stone in Wilcoxson's line; thence with same North 75-1/2° West (old call 80°) 32-4/5 poles to a black walnut in Curry's line; thence North 3° West 10 poles to S.T. Judd's corner at turn road; thence with same and Judd's line an old agreed line North 13° East 50-1/6 poles to a stone, corner to said Judd's; and Clark's line North 57-1/2° East 40 poles to the beginning.

Except the following described property: Beginning at a stake on the West side of the drive and corner to a new division line of the said farm; thence, North 40° East 377 feet to a stake; thence North 48° West 87 feet to a stake; thence South 47° West 341 feet to a stake; South 49° East 70 feet to the point of beginning, containing .87 acres, more or less, according to a survey by Bobbie

G. Blakeman on December 8, 1986.

AND

Lying and being in Green County, Kentucky, and more particularly described as follows:
Beginning at a stone adjoining Pierce-Liletown Road on the East side and also adjoining the property of J.V. Lile and his wife, Roberta Lile; thence North with the land of J.V. Lile 240 feet to a stone; thence West 310 feet to a new division line to a stone adjoining the Jim Meadows Road; thence South 335 feet with the Jim Meadows Road to a stone and corner adjoining the Pierce-Liletown Road; thence East 290 feet to a stone and corner and the beginning point.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:
Beginning at a stake on the East side of the Pierce-Liletown Road and corner to a new division line in the Jones farm: thence with the new line of Hancock and Lile North 60° East 980 feet to a stone, corner to Boil; thence with said Boil's line South 47° East 507 feet to a stake, a new corner of Hancock; thence with the line of Hancock and Lile South 55° West 1010 feet to a stake on the road; thence with the said road North 47° West 300 feet, and North 45° West 200 feet to the point of beginning.

Being the same property conveyed from V. L. Lile and his wife, Roberta Jones Lile to Vanda Jean Lile by Deed dated October 20, 2017, and recorded in Deed Book 250, Page 211 in the Office of the Green County Clerk, Kentucky.

The Property contains approximately 122.48 acres.

EXHIBIT A-1

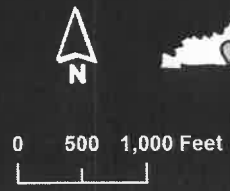
SITE PLAN





*All distances are approximate

Center: 85°36'8" W 37°9'28" N

Lile, Vanda
Parcel(s): 45-03.01, 45-04.02, 45-04.01, 31-57
Green County, KY
Lease Area contains approximately 122.48 acres
Deeded Acreage contains approximately 122.48 acres



	Lease area
	Parcels



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on March 20, 2025 (the “Effective Date”), by and between Kirby Allen Pruitt and Darcy Elaine Pruitt, husband and wife and Tommy Ray Pruitt _____, *(insert name of spouse, if any, and marital status)*

(“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated October 7, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on December 15, 2020, as Document No. 118183, in Book D260, Pages 550-557, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5, 2021, filed of record March 16, 2021, as Document No. 118792, in Book MS19, Pages 685-690, in the Office of the County Clerk for Green County, Kentucky. (the “Original Lease”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by

reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s

revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located. Notwithstanding the foregoing, in the event that Lessee constructs any Solar Facilities on the Premises, in no event shall the Premises consist of less than ~~15.10~~ ^{16.44} acres. _{HP}

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to

Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee's rights under this Lease continue throughout the term of this Lease (the "Term"). Initially, the Term shall be for the Development Period. The "Development Period" of the Lease [REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon [REDACTED] ("Construction Date"); or [REDACTED] ("Construction Period Notice Date"), [REDACTED]. The Construction Period of the Lease ("Construction Period") is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] ("Commercial Operation Date"); or [REDACTED] ("Extended Term Notice Date"), [REDACTED]. The Extended Term of this Lease ("Extended Term") is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] "Renewal Term". To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

If

Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

(e) At all times relevant to the Development Period, Construction Period, Extended Term and Renewal Terms herein contained, Lessee hereby agrees that it will provide to Lessor, upon request, the names and contact information of all persons engaged or involved in the development, construction and maintenance of the Project on behalf of Lessee.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED]
[REDACTED] Lessee shall pay
Lessor [REDACTED]

[REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]

[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED], 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third

party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor’s renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee’s construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee

shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED]

[REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and

the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense,

[REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "**Extended Term Security**") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED]

[REDACTED]

or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

[REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

[REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination

agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities. Lessee hereby covenants and represents to Lessor that Lessee shall not interfere with Lessor's quiet use and enjoyment of any portion of Lessor's land that is not included in the leased Premises as set forth on the Site Plan.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency

interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the "**Mineral Estate**") or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor's rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee's use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee's efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

. (a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral

assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee’s interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Lease upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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

Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and

related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

[REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED].

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor:

Kirby Allen Pruitt

[REDACTED]

and

Tommy Ray Pruitt

Phone: _____

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite
1500 Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

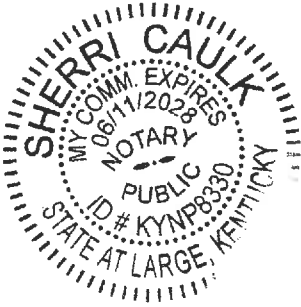
Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

STATE OF KENTUCKY)
) ss.
COUNTY OF Green)

The foregoing instrument was acknowledged before me this 10 day of March,
2025, by Tommy Ray Pruitt a single person
(insert name of spouse, if any, and marital status)



Sherril Caulk
Name: Sherril Caulk
Notary Public, State of KY
My commission expires: 6-11-28
Serial number, if any: KYNP8330

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 55-42

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Tract I of the Houk Family Farm Subdivision as recorded in Plat Cabinet 1, Page 384, in the office of the Green County Clerk, Kentucky, containing approximately 45.4178 acres, as more particularly delineated on a drawing of the property showing the approximate location of the leased premises, which is attached hereto, marked for identification purposes as Exhibit A-1 and incorporated herein by this reference.

Being the same property conveyed to Jewell Houk, Kirby Allen Pruitt and Tommy Ray Pruitt by deed from Joey Lynn Houk and his wife Jennifer Harris Houk, Jewell Houk and Sandra Houk Ervin, dated January 27, 2017, in Deed Book 248, Page 463, in the Green County Clerk's Office, Kentucky.

The Property contains approximately 45.42 acres.

**EXHIBIT A-1
SITE PLAN**

Kirby A & Tommy R Pruitt
Parcel No: 55-42
Green County, Kentucky

Lease Area contains approximately 42.42 acres
Entire Parcel Area contains approximately 45.42 acres



*All distances are approximate

Center: 85°34'2"W 37°9'44"N

Legend:

- Parcels
- Lease Area

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on January 30, 2025 (the “**Effective Date**”), by and between Elizabeth Ann Thompson, a single person, (“**Lessor**”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 1, 2020, as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on September 18, 2020, as Document No. 117515, in Book D259, Pages 706-713, records of the Green County Court Clerk, and as assigned in that certain Assignment and Assumption of Real Property Interests dated March 5 2021 filed of record March 16, 2021 as Document No. 118800, in Book MS19, Pages 738-748, in the Office of the County Clerk for Green County, Kentucky; and that certain Amendment to Land Lease and Solar Agreement, as evidenced by that certain Memorandum of Amendment to Land Lease and Solar Easement filed of record on June 18, 2024, as Document No. 128042, in Book MS21, Pages 383-388, records of the Green County Court Clerk. (the “**Original Lease**”).

This Lease terminates and supersedes the Original Lease in their entirety. Lessor and Lessee acknowledge and agree that they are under no obligation to enter into this Lease and do so of their own free will.

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Project.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee's sole discretion. Lessee's revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee's exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee's subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee's notice to Lessor, provided that Lessee shall also have the right, at Lessee's option, to file any such notice or amendment as described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions

in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” of the Lease [REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon [REDACTED] (“**Construction Date**”); or [REDACTED] (“**Construction Period Notice Date**”), [REDACTED]. The Construction Period of the Lease (“**Construction Period**”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] (“**Commercial Operation Date**”); or [REDACTED] (“**Extended Term Notice Date**”), [REDACTED]. The Extended Term of this Lease (“**Extended Term**”) is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“**Renewal Term**”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED] or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED]

[REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
Lessee shall pay Lessor [REDACTED]

[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]

[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third

party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor’s renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee’s construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee

shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination

agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property or on adjacent properties that are a part of the Project. A setback of two hundred feet (200') from the center point of the homestead located on parcel 45-08 shall be maintained, as depicted Exhibit A-1 of the Lease. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities

constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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”, 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

. (a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity

(“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee’s interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Lease upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns,

permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Elizabeth Ann Thompson
[REDACTED]

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Director, Real Estate

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY

PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding

the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 45-08, 45-11 and 45-12

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

FIRST TRACT: Beginning at a poplar corner to Jordan Sandidge, thence South 22° East 116-1/2 poles to a stake in Hardin's (now Paul Froggett) line; thence North 52° East 92-1/2 poles to a stone; thence a new line North 14° West 84-1/2 poles to a stone in said Sandidge's line; thence with said line South 73° West 18 poles to a stone in said line; thence South 74° West 84 poles to the place of beginning, containing 58 acres, more or less.

SECOND TRACT: Beginning at a sycamore in Whitlock line and corner to Shuffett; thence with Whitlock's line North 51-1/2° East 72 poles to a stone, corner to Whitlock and Curry; thence a new line South 13° East 82 poles crossing the creek and the old field to the Greensburg Road and a stone in Whitlock's line; thence with said line South 45° West 33 poles to a white oak stump corner to Shuffett; thence South 68° West 43 poles to a stone in Rogers line; thence with said line North 7° West 71 poles to the place of beginning, containing 34 acres, more or less.

THIRD TRACT: Beginning at a chestnut and stone corner to Sandidge in Buckner line; thence with his line South 27-1/2° East about 116-1/2 poles to an elm and stump and stone, his corner in the old Harding line; thence with his line up the creek North 52° East about six poles to a stone, corner to said Whitlock; thence with same North 22° West 116-1/2 poles to a poplar, old corner to said Whitlock and Sandidge; thence South 68-1/2° West 26 poles to the beginning, containing 12 acres, more or less.

FOURTH TRACT: Beginning at a sycamore corner to said Whitlock; thence with his line and others South 51-1/2° West 42 poles to a meeting house spring corner in an old line; thence a new line in a Southeast direction back across the creek about 20 yards; thence down and with the creek as it meanders to an outside line of Froggett's land; thence with said line reversed North 7° West ___ poles to the beginning, containing about four or five acres, more or less.

Being the same property conveyed from Bennie Sullivan and his wife, Euna Sullivan to Grady Thompson and his wife, Elizabeth Thomson by Deed dated March 8, 1971, recorded March 9, 1971 at Deed Book 115, Page 300, in the Office of the Recorder of Deeds for Green County, Kentucky.

AND

All of the following described real property, lying and being in the County of Green, Commonwealth of Kentucky, to wit:

Beginning at a down hickory, corner to A.B. Smith, now Wilcoxson; thence with same to Greasy Creek; thence up the same as it meanders to a beech tree, corner to J.G. Rogers, now G. C. Robertson; thence with same 2 lines to Whitlock's corner, now Judd; thence with same to a new stone corner; thence with Judd's new lines South 45-1/4° West 8-1/4 poles to a stone on road; thence North 41° West 30 poles to new stone corner to Wilcoxson on Northeast side of Liletown Road; thence with Wilcoxson's new line South 40° West 53 poles to new stone corner in Wilcoxson's old line; thence with the same South 75-1/2° East 53-1/5 poles to the beginning.

There is Excepted from the above boundary the following tracts of land:

1. A tract of land heretofore conveyed as a school house lot;
2. A tract conveyed to Rollin Pruitt and his wife, Ruby Pruitt, by deed of Ethel Scroggy, dated April 14, 1971, and of record in Deed Book 116, page 131, Green County Court Clerk's Office, Kentucky, and more particularly described as follows, to-wit: Lying and being in Green County, Kentucky, and being on the East side of the road leading from Liletown to Pierce and further bounded, to-wit: Beginning at a stake on the East side of the Liletown-Pierce Road in the lands of Ethel Scroggy; thence North with the meanders of the Liletown-Pierce Road to a stake and corner adjoining the lands of Robert Jones; thence East with the line of Robert Jones a straight line to a stake, where Robert Jones lands corners; thence South with another line of Robert Jones to a stone and corner, a new division line or corner of Ethel Scroggy lands; thence West a straight line and division line in the lands of Ethel Scroggy to the stake on the Liletown-Pierce Road and the beginning point;
3. A one acre tract of land heretofore conveyed to Kenneth Eastham and his wife, Mary Lois Eastham, which deed is of record in Deed Book 150, page 638, Green County Court Clerk's Office, and to which reference is hereby made for further description.

Being the same property conveyed from Bruce Clark and his wife, Nola Clark, Colby Cowherd and his wife, Rachel Cowherd, George Winn and his wife Euzada Winn and T.S. Winn and his wife Helen Winn to Grady Thompson and his wife, Elizabeth Ann Thompson by Deed dated March 31, 1987 and recorded on April 1, 1987 at Deed Book 155, Page 149 in the Office of the Recorder of Deeds for Green County, Kentucky.

AND

A certain tract or parcel of land lying and being in Green County, Kentucky, on the waters of Greasy Creek and bounded and described as follows: Beginning at a white oak on Greasy Creek, corner to Mrs. R. A. Robertson; thence with her line North 11° East 100 poles and Charlie Scroggy's line to a hickory, corner to said Scroggy's; thence with said Scroggy's line North 79° West 52-3/4 poles to a stone, corner to said Scroggy; thence with said Scroggy's line North 40° East 53 poles to a stone on the Liletown and Pierce Road; thence with said road North 41-1/4° West 23 poles to a stone on the East side of said road; thence North 50° West 9 poles to a stone on the East side of said road; thence a new line South 38° West 42 poles to a stone near a cedar tree stump; thence South 27-3/4° West 24-3/4 poles to a stone; thence South 17-1/2° West 31-4/5 poles to a stone; thence with another line and line of walnut trees South 2° West 71 poles to a

stone on the South bank of Greasy Creek; thence up said Creek North 86-1/2° East 9 poles to a stake at the bank of said creek; thence South 3-3/4° West 2 poles to a water oak; thence North 36° East 5 poles to a stake in the center of said creek; thence up said creek as it meanders to the beginning.

Excepting therefrom a tract of land described as follows: Beginning at a point on the Eastern right of way of the Liletown-Pierce Road where the common boundary lines of Grady Thompson and Mazetta Wilcoxson intersect same; thence with the line of said Mazetta Wilcoxson South 38° West 120 feet to a stake; thence a new division line in the lands of Grady Thompson South 50° East 120 feet to a stake; thence a new division line in the lands of Grady Thompson North 38° East 120 feet to a stake on the right of way of said Liletown-Pierce Road; thence with said right of way North 50° West 120 feet to the beginning, as conveyed in Warranty Deed recorded February 10, 1995, in Book 176, page 8, Official Records, Green County, Kentucky.
Map No.: 45-12

Being the same property conveyed from Garnett Thompson, a single person and Grady Thompson and his wife, Elizabeth Ann Thompson to Grady Thompson and his wife, Elizabeth Ann Thompson by Deed dated January 8, 1981, and recorded on January 27, 1981 at Deed Book 141, Page 751 in the Office of the Recorder of Deeds for Green County, Kentucky.

The Property contains approximately 217.00 acres.

EXHIBIT A-1

SITE PLAN

Elizabeth Ann Thompson
Parcel No: 45-08, 45-11, 45-12
Green County, Kentucky

Lease Area contains approximately 217 acres
Entire Parcel Area contains approximately 217 acres



*All distances are approximate

Center: 85°34'56\"

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on April 9, 2024 (the “Effective Date”), by and between Richard S. Blatt, Married, wife Karen Blatt (“Lessor”) (insert marital status and name of spouse, if any) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee’s exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee’s subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee’s notice to Lessor, provided that Lessee shall also have the right, at Lessee’s option, to file any such notice or amendment as

described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon [REDACTED] (“**Construction Date**”); or [REDACTED]

(d) [REDACTED]
[REDACTED] or

PP
L or Lessor

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED] Lessee shall pay Lessor [REDACTED]
[REDACTED]
[REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]
any time during [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED] one and [REDACTED] y.
The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]
[REDACTED]

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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. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED], 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]
[REDACTED]

Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]
[REDACTED]
[REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED]

[REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense, [REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to)

applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]



Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED]

[REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED]

[REDACTED] If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities

which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemner on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages


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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Richard S. Blatt


To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of

inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different

instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor

under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE

[Handwritten signature]

Richard S. Blatt

[Handwritten signature]

(Signature of spouse, if any)

[Handwritten name]

(Printed name of spouse, if any)



KRYSTLE YOUNG
Notary Public, State of Ohio
My Commission Expires 08-19-2024

state of Ohio *KY*
~~STATE OF KENTUCKY~~)
) ss.
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 9 day of April
20 24, by Richard S. Blatt + Karen Blatt, husband and wife.
(insert name of spouse, if any, and marital status)

[Handwritten signature]

(Signature of person taking acknowledgment)

(Title or Rank): _____

(Serial number, if any): _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 45-44

A certain tract or parcel of land in Green County, Kentucky, on the waters of Caney Fork Creek, and bounded and described as follows:

BEGINNING at a crooked white oak; thence S 57 E 135 poles to a stake in Brice Wood Edwards line; thence S 39 W 148 poles to a large poplar, corner to Joseph Perry's; thence with his line N 65 W 86 poles to a stone; thence N 36 E 16 poles, N 9 E 66 poles, N 13 E 38 poles, N 20 E 26 poles, N 26 E 26 poles, N 55 E 24 poles to a black walnut; thence N 75 E 9 poles to the beginning;

EXCEPT

BEGINNING at a stake at the right-of-way of Highway #68 and corner to a new division line of Froggett Brothers; thence with the said new line S 62 E 570 feet to a stake and N 42 E 840 feet to a stake in the Jones line; thence with the said Jones, Wilcoxson and Perry line, N 40 W 411 feet to a stake, N 83 W 159 feet to a stake, and S 59 W 450 feet to a stake at the right-of-way of Highway #68; thence with the said Highway S 30 W 500 feet to the point of beginning, containing 12 acres, more or less,

The Property contains approximately 136.00 acres.

EXHIBIT A-1
SITE PLAN





*All distances are approximate

Caney Fork Creek

Center: 85°34'36"W 37°7'38"N

Richard S. Blatt
Parcel(s): 45-44
Green County, KY
Lease Area contains approximately 136.00 acres
Deeded Acreage contains approximately 136.00 acres



	Lease area
	Parcels



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on 8-20 (August 20), 2020 (the “Effective Date”) by and between Jonathan R. Judd AND JAMMIE D. JUDD, husband and wife, (“Lessor”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon

(“**Construction Date**”); or
 (“**Construction Period Notice Date**”),

The Construction Period of the Lease (“**Construction Period**”) is

unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation,

(“**Commercial Operation Date**”) ; or

(“**Extended Term Notice Date**”),

[REDACTED] The Extended Term of this Lease (“Extended Term”) is [REDACTED], unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“Renewal Term”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

[REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]; or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
Lessee shall pay Lessor [REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]. The Annual Rent payment for the first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED].

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED]

[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "Legal Requirements"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest. [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time.

Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and Lessor may either: (i) [REDACTED] or (ii) [REDACTED]

If Lessee fails to remove any of the Solar Facilities as required, and Lessor elects to remove such Solar Facilities at Lessor's expense, Lessee shall reimburse Lessor [REDACTED]

[REDACTED] Lessee shall provide either a surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED]; or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], Lessor may draw from the Extended Term Security an amount sufficient to reimburse Lessor that amount required to reimburse Lessor [REDACTED]

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or

such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

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

in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED];
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Jonathan R. Judd
[REDACTED]
[REDACTED]

To Lessee: Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this

Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record

a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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LESSEE SIGNATURE PAGE

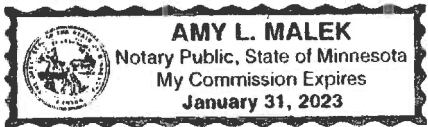
LESSEE

Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28th day of August, 2020, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 31-51 and 45-06

An approximately 88 acre tract (Parcel Number 31-51) and an approximately 31.45 acre tract (Parcel Number 45-06), situate in Green County, Kentucky, as depicted on Exhibit B, being a portion of the same property conveyed from Amy Kessler Judd, a single person, to Jonathan R. Judd, a single person, by Deed dated July 29, 2011, and recorded on August 1, 2011, at Deed Book 232, Page 730 in the office of the Clerk's Office for Green County, Kentucky.

The parcel contains 119.45 acres.

EXHIBIT A-1 SITE PLAN

Jonathon R Judd
Parcel No: 45-06, 31-51
Green County, Kentucky
Lease Area contains approximately 116.97 acres
Entire Parcel Area contains approximately 119.45 acres



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on October 24, 2024 (the “Effective Date”), by and between Michael Lee and Jennifer G. Lee, husband and wife (“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee’s exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee’s subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee’s notice to Lessor, provided that Lessee shall also have the right, at Lessee’s option, to file any such notice or amendment as

described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] (“**Construction Date**”); or [REDACTED]

[REDACTED]
[REDACTED] (“Construction Period Notice Date”), [REDACTED]

[REDACTED] The Construction Period of the Lease (“Construction Period”) is [REDACTED]

[REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] (“Commercial Operation Date”); or [REDACTED]

[REDACTED] (“Extended Term Notice Date”), [REDACTED]

[REDACTED]. The Extended Term of this Lease (“Extended Term”) is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“Renewal Term”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

[REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

(a) The expiration of this Lease as set forth in Section 2.1; or

(b) The written agreement of both parties to terminate this Lease; or

(c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or

(d) [REDACTED]

or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Annual Rent"). The Annual Rent shall be increased on [REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]
[REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor’s interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

[REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED], such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense, [REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to)

applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]
[REDACTED]
[REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]
[REDACTED]
[REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]



Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities

which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee’s right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a “Event of Default” that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee’s expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Michael Lee and Jennifer G. Lee



To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Real Estate Department

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of

inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different

instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor

under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 55-75_75.01

Unless otherwise stated, any monument referred to herein as a "set steel stake" is an eighteen inch, number four re bar with a plastic cap stamped "DABNEY 1069". All bearings stated herein are referred to the magnetic meridian as observed May 3, 2000. Observed bearing was taken along a random traverse line. This property was surveyed by Donald W Dabney, PLS 1069, Dabney Engineering and Land Surveying, May 3, 2000.

BEGINNING at a set steel stake on the south east right of way of U. S. Highway 68, said stake also being located 65.76 feet South 15 degrees 45 minutes 26 seconds West from the center of a culvert headwall on the same side of U. S. Highway and being a corner to Margaret Houk (Deed Book 151 Page 76); THENCE with the south east right of way of U. S. Highway 68, North 31 degrees 02 minutes 27 seconds East for a distance of 443.81 feet: North 33 degrees 30 minutes 13 seconds East for a distance of 359.85 feet to a set steel stake, North 34 degrees 42 minutes 55 seconds East for a distance of 239.16 feet, North 35 degrees 08 minutes 01 seconds East for a distance of 442.94 feet to a set steel stake on the south west side of Pruitt Road; THENCE with the south west side of said road, South 13 degrees 05 minutes 44 seconds East for a distance of 48.28 feet, South 07 degrees 56 minutes 02 seconds East for a distance of 444.92 feet to a set steel stake, South 06 degrees 52 minutes 33 seconds East for a distance of 232.98 feet, South 02 degrees 48 minutes 48 seconds West for a distance of 141.07 feet, South 05 degrees 42 minutes 30 seconds West for a distance of 324.36 feet, South 02 degrees 15 minutes 28 seconds East for a distance of 87.10 feet, South 06 degrees 14 minutes 44 seconds East for a distance of 98.11 feet, South 24 degrees 50 minutes 48 seconds East for a distance of 57.47 feet to a set steel stake in the property line of Virena Pruitt (Deed Book 146 Page 369); THENCE with said property line and later the property line of Nelson Murrell (Deed Book 138, Page 263), South 78 degrees 54 minutes 31 seconds West for a distance of 817.50 feet to an existing steel rebar uncapped lying on the east side of D. Atwood county road and a corner to Margaret Houk (Deed Book 151, Page 76); THENCE with said property line, North 18 degrees 55 minutes 12 seconds West for a distance of 356.74 feet to the beginning.

The Property contains approximately 19.00 acres.

EXHIBIT A-1

SITE PLAN

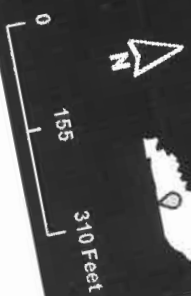


37.146664, -85.564822

*All distances are approximate

Michael Lee and Jennifer Lee
Parcel(s): 55-75, 75.01
Green County, KY
Lease Area contains approximately 12.16 acres
Deeded Acreage contains approximately 19.00 acres

W:\GIS\Projects\AGREEMENTS\Soil\Kenny\LEE_GREEN_KY\MA_GREEN_KY_TEA.aprx



 Lease area
 Parcels

 nationalgrid
renewables
User: eschimmerwskl_10/6/2024 10:27 AM

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on August 12, 2024 (the “Effective Date”) by and between Vanda J. Lile, Trustee of the Lile Family Farms Trust dated December 20, 2022 (“Lessor”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

- A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).
- B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.
- C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “Solar Facilities”). Such Solar Facilities shall be

installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, "solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee's site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease. In addition, and notwithstanding anything contained herein to the contrary, Lessee may, in its sole discretion, choose to clear cut all trees located within the Site Plan in order to maximize the number of acres included in the Project.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the

(“**Construction Date**”); or

(“**Construction Period Notice Date**”),

The Construction Period of the Lease (“**Construction Period**”) is

unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation,

(“**Commercial Operation Date**”) ; or

(“**Extended Term Notice Date**”),

[REDACTED]
[REDACTED] The Extended Term of this Lease (“Extended Term”) is [REDACTED]
[REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED]
[REDACTED] “Renewal Term”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]
[REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) [REDACTED]
[REDACTED] or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED]
[REDACTED]
(the "Development Rental Payment") as consideration for the Development Period. [REDACTED]
[REDACTED]
[REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED] (the
"Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED] The
Annual Rent payment for the first and last years of the Extended Term, if less than a full calendar
year, shall be prorated [REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED]
[REDACTED]

[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "Legal Requirements"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time.

Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED], such Solar Facilities shall be considered abandoned by Lessee and Lessor may either: (i) [REDACTED]

[REDACTED] or (ii) [REDACTED]

If Lessee fails to remove any of the Solar Facilities as required, and Lessor elects to remove such Solar Facilities at Lessor's expense, Lessee shall reimburse Lessor [REDACTED]

[REDACTED] Lessee shall provide either a surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] Lessor may draw from the Extended Term Security an amount sufficient to reimburse Lessor that amount required to reimburse Lessor [REDACTED]

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or

such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

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

in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Lile Family Farms Trust
% Vanda J. Lile, trustee
[REDACTED]
[REDACTED]

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Real Estate Department

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in

Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so

long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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EXHIBIT A

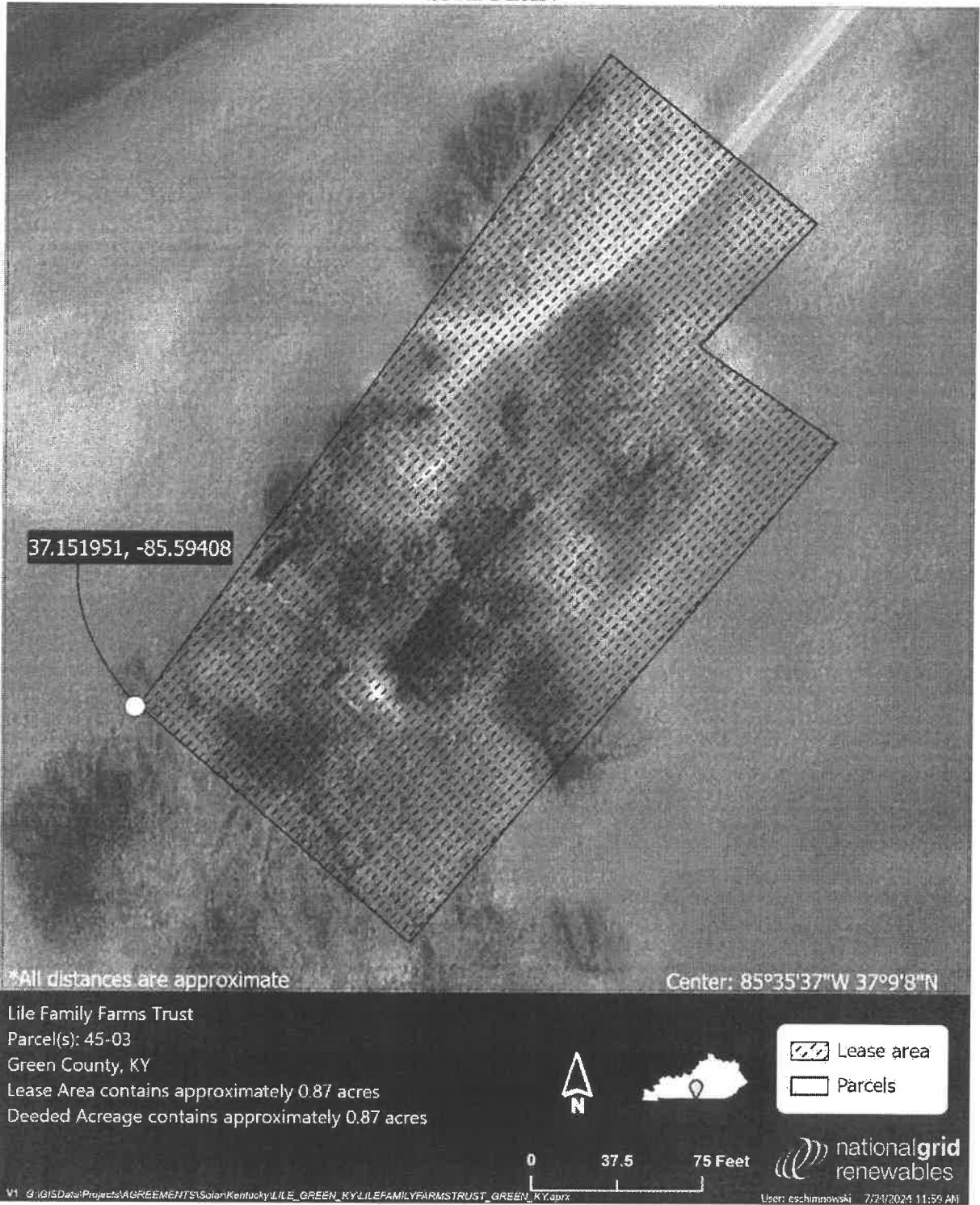
DESCRIPTION OF PROPERTY

Tax Parcel Nos. 45-03

BEGINNING at a stake on the West side of the drive and corner to a new division line of the said farm; thence, N 40 E 3 77 ft. to a stake; thence N 48 W 87 ft. to a stake; thence S 4 7 W 341 ft. to a stake; S 49 E 70 ft. to the point of beginning, Green County, Kentucky.

The Property contains 0.87 acres.

EXHIBIT A-1 SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on August 12, 2021 (the “**Effective Date**”), by and between Mike Matney and Kimberly Matney, husband and wife (“**Lessor**”) and Exie Solar, LLC, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee’s exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee’s subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee’s notice to Lessor, provided that Lessee shall also have the right, at Lessee’s option, to file any such notice or amendment as

described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] (“**Construction Date**”); or [REDACTED]

(d) [REDACTED]; or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED]
[REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]
[REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED]
[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, [REDACTED]
[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]
[REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]
[REDACTED]
[REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "Legal Requirements"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

[REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense,

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "**Extended Term Security**") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED] the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to)

applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]



Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities

which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Mike and Kimberly Matney



To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of

inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different

instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor

under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 44-25.03

Lying and being in Green County, Kentucky. and being more particularly bounded and described as follows, to-wit; Being at an iron pin on the west side of Pierce-Liletown Road, corner of the Edwin B Froggett property Deed Book 158, page 287); thence with the line of said Froggett property South 54 degrees 40 minutes West 2046.3 feet to a post in the line of the Joseph M. Calhoun property, corner of said Froggett property; thence with the line of said Calhoun property North 45 degrees 35 minutes West, 763.0 feet to a post in the line of said Calhoun property, corner of the Lile property; thence with the line of said Lile property North 54 degrees 07 minutes East 2126.4 feet to an iron pin on the West side of said Pierce-Liletown Road, corner of said Lile property; thence with the west side of said Pierce-Liletown Road as follows: South 35 degrees 14 minutes East 389.9 feet; South 41 degrees 18 minutes East 162.6 feet; South 45 degrees 33 minutes East 223.2 feet to the beginning.


The Property contains approximately 36.18 acres.


**EXHIBIT A-1
SITE PLAN**



Mike Matney and Kimberly Matney
Parcel(s): 44-25.03
Green County, KY
Lease Area contains approximately 36.18 acres
Deeded Acreage contains approximately 36.18 acres



 Lease area

 Parcels

0 220 440 Feet

 nationalgrid
renewables

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on February 22, 2024 (the “**Effective Date**”), by and between Jared Money and Kayleigh Money, husband and wife (“**Lessor**”) and Exie Solar, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[Redacted text]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee’s exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee’s subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee’s notice to Lessor, provided that Lessee shall also have the right, at Lessee’s option, to file any such notice or amendment as

described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED] (“**Construction Date**”); or [REDACTED]

[REDACTED] (“Construction Period Notice Date”), [REDACTED] The Construction Period of the Lease (“Construction Period”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the [REDACTED] (“Commercial Operation Date”); or [REDACTED] (“Extended Term Notice Date”), [REDACTED] The Extended Term of this Lease (“Extended Term”) is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the commencement of the Extended Term, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or

(d) [REDACTED]
[REDACTED] or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED]
[REDACTED] Lessee shall pay Lessor [REDACTED]
[REDACTED]
[REDACTED] (the "Development Rental Payment") as consideration for the Development Period.
[REDACTED]
[REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED]
[REDACTED]
Lessee shall pay Lessor [REDACTED]
[REDACTED]
[REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED]
[REDACTED]
[REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]
[REDACTED]

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. [REDACTED]
[REDACTED]
[REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]
[REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]
[REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

[REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED]

[REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense,

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED]: (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to)

applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED], for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]



Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities

which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Jared and Kayleigh Money



To Lessee: National Grid Renewables Projects, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of

inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different

instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor

under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.


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

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Exie Solar, LLC

By: 
Nathan Franzen, Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22nd day of February, 2024, by Nathan Franzen, as Vice President of Exie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.




Notary Public

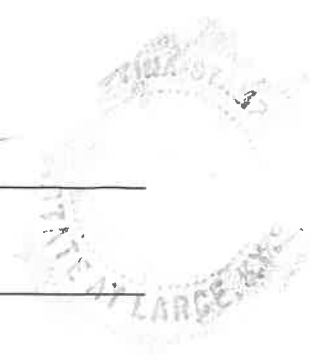
LESSOR SIGNATURE PAGE



Jared Money

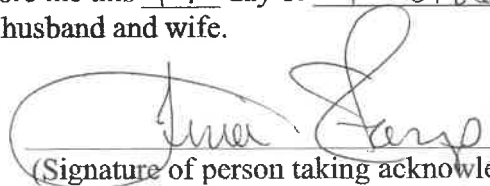


Kayleigh Money



STATE OF KENTUCKY)
) ss.
COUNTY OF TAYLOR)

The foregoing instrument was acknowledged before me this 14th day of February
20 24, by Jared Money and Kayleigh Money, husband and wife.



(Signature of person taking acknowledgment)

(Title or Rank): Notary AP

(Serial number, if any): KYNP 35916
Exp 9/17/25

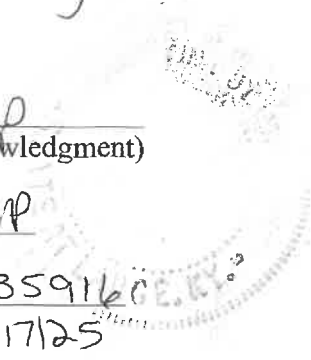


EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 56-25

First Tract: On the waters of Green County's Greasy creek and bounded as follows: Beginning at a stone on the south side of a road in S.H. Sullivan's line running with same N. $72\frac{1}{2}$ E., $16\frac{4}{5}$ poles to a stone in line of said Sullivan; thence with another of said Sullivans line N. $22\frac{1}{2}$ E. 20 poles to a road; thence with same as it meanders S 88 W $19\frac{1}{2}$ poles to a stone at fork of a road; thence S with said road as it meanders S $14\frac{1}{2}$ W $24\frac{4}{5}$ poles to the beginning;

AND

Second Tract: Beginning at a stone on the south side of the road, a new corner to John Falkner; thence with his line and the meanders of said road N $84\frac{3}{4}$ E 10 poles; S $80\frac{1}{2}$ E 38 poles to the middle of a gate; thence S $75\frac{3}{4}$ E $7\frac{4}{5}$ poles to a cedar on the South side of said road; thence S $66\frac{3}{4}$ E $2\frac{4}{5}$ poles to a stone and dead elm on the south side of road; thence leaving said road; S $22\frac{3}{4}$ E 78535 poles to G. C. Robertson's line; thence with the division line between said lands to a stone near said Robertson residence; thence with the Old Harvey line to the said Faulkner's corner; thence with his line to the beginning;

AND

Third Tract: Beginning at a black oak at call for white oak and black gumm in J.C. Faulkner's line; thence with his line S 220190 (old call $21\frac{1}{4}$) W 38 poles to a stone on the South side of a road in said line; thence with said road as it meanders N $84\frac{3}{4}$ E 10 poles; S $80\frac{1}{2}$ E 38 poles to the middle of a gate; thence S $75\frac{3}{4}$ E $7\frac{4}{5}$ poles to a cedar; thence S $66\frac{3}{4}$ E $2\frac{4}{5}$ poles to a stone and dead elm on the south side of said road in a flat; thence leaving the road S $22\frac{3}{4}$ E $7\frac{4}{5}$ poles to a stone to be in the line between this land and G.C. Robertsons land thence with the line between said line about 55 or 60 poles to a stone corner to said Robertson's in Lowes line; thence with same S $2\frac{1}{2}$ E 46 poles to a stake and a small chestnut and black oak pointers; thence S 84 W 104 poles to the beginning;

AND

Fourth Tract: On the waters of Caney Fork Creek and bounded as follows: Beginning at a stone in a line of the widow Edwards, old dower tract; thence with the same N $41\frac{1}{4}$ E 137 poles to a forked or double red oak, corner to said dower; thence with another line of the same N $2\frac{1}{2}$ E $30\frac{1}{2}$ poles to a stake in said line and corner to Arron Martin; thence with the line of same S $78\frac{1}{2}$ W 23 poles (old call 29) to a large white oak now down; thence S $59\frac{1}{4}$ W $64\frac{1}{2}$ poles to a stake; thence due west 20 poles to a stake; thence S 81 W 31 poles to a stake; thence S $71\frac{1}{2}$ W $16\frac{3}{4}$ poles (old call 18 poles) to a mulberry stump where a stone is called for, corner to the old Harvey survey; thence with the line of same S $41\frac{3}{4}$ W $14\frac{1}{2}$ poles to a stone at the edge of an old beech grove church, site in said line; thence a new line S $40\frac{1}{2}$ E 100 poles to the beginning;

AND

Fifth Tract; Beginning at a stake near a mulberry stump, corner to Harveys 1000 acre survey; thence with a line of the same S 42 W (old call 39) $69\frac{1}{3}$ to a stone in said line; thence a new line N 49 W 74 poles to a red oak with a gate hung to it; thence with another new line N 5 E $3\frac{1}{4}$ poles to a stone at dower, hickory corner to A. Neagle; thence with the line of same N $32\frac{1}{2}$ E (old call 30) 46 poles to a stone in said Harvey's line; thence with same N 48 E (old call 37) $98\frac{1}{2}$ poles to the beginning.

The Property contains approximately 150.00 acres.

**EXHIBIT A-1
SITE PLAN**



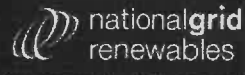
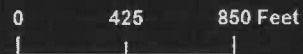
*All distances are approximate

Center: 85°33'48"W 37°8'1"N

Jared Money and Kayleigh Money
Parcel(s): 56-25
Green County, KY
Lease Area contains approximately 150.00 acres
Deeded Acreage contains approximately 150.00 acres



	Lease area
	Parcels



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on the 17th day of October, 2020 (the “Effective Date”) by and between **HUBERT SCOTT PAXTON** and Karin Paxton, Husband and wife,
(insert spouses name, if any, and marital status) having a mailing address of 123 Choctaw Court, Mt. Washington, KY 40047; **JONATHAN LEWIS PAXTON**, Divorced,
(insert spouses name, if any, and marital status) having a mailing address of 253 Lincoln Drive, Elizabethtown, KY 42701; **JARED CHRISTOPHER ERVIN** AND Tara Lee Ervin, Husband and wife,
282 *(insert spouses name, if any, and marital status)* having a mailing address of ~~282~~ Woodfield Estates, Greensburg, KY 42743; and **SANDRA HOUK ERVIN, a widow**, having a mailing address of 1132 Lone Oak Road, Greensburg, KY 42743 (collectively, “Lessor”) and **EXIE SOLAR, LLC**, a Delaware limited liability company, and its successors and assigns, having a mailing address of c/o Geronimo Energy, LLC, 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437, Attention: Laura Vaughan, Real Estate Dept. (“Lessee”).

RECITALS

- A. Lessor owns that certain real property located in Green County, Kentucky and legally described on the attached Exhibit A (the “Property”).
- B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.
- C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

[REDACTED]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any. Notwithstanding the foregoing, in the event that Lessee constructs any Solar Facilities on the Premises, in no event shall the Premises consist of less than 12.44 acres.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

[REDACTED]

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the [REDACTED]

[REDACTED] (“**Construction Date**”); or [REDACTED]

[REDACTED] (“**Construction Period Notice Date**”), [REDACTED]
[REDACTED] The Construction Period of the Lease (“**Construction**

Period”) is [REDACTED] unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, [REDACTED] (“Commercial Operation Date”); or [REDACTED] (“Extended Term Notice Date”),

[REDACTED] The Extended Term of this Lease (“Extended Term”) is [REDACTED] unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(d) Lessee shall have the right, at its option, to further extend the Term [REDACTED] (“Renewal Term”). To exercise an option to extend the term of this Lease for a Renewal Term, [REDACTED]

[REDACTED] This Lease shall continue during each Renewal Term on the same terms and conditions applicable during the Extended Term, except as specifically provided herein. [REDACTED]

[REDACTED] If Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

(e) At all times relevant to the Development Period, Construction Period, Extended Term and Renewal Terms herein contained, Lessee hereby agrees that it will provide to Lessor, upon request, the names and contact information of all persons engaged or involved in the development, construction and maintenance of the Project on behalf of Lessee.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or

(c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or

(d) [REDACTED] or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Development Rental Payment") as consideration for the Development Period. For purposes of calculating the amount of the Development Rental Payment, the Premises are deemed to contain 31.10 acres. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Annual Rent").

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, [REDACTED]

[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor’s interest in the Premises being forfeited. Lessee [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

[REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and Lessor may either: (i) [REDACTED]

or (ii) [REDACTED]

If Lessee fails to remove any of the Solar Facilities as required, and Lessor elects to remove such Solar Facilities at Lessor's expense, Lessee shall reimburse Lessor [REDACTED]

[REDACTED] Lessee shall provide either a surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED]; or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], Lessor may draw from the Extended Term Security an amount sufficient to reimburse Lessor that amount required to reimburse Lessor [REDACTED]

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and

other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the

Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities. Lessee hereby covenants and represents to Lessor that Lessee shall not interfere with Lessor's quiet use and enjoyment of any portion of Lessor's land that is not included in the leased Premises as set forth on the Site Plan.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemner on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

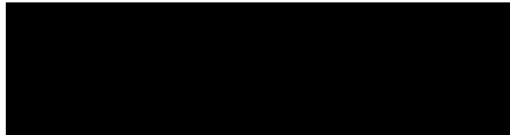
ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor:

Hubert Scott Paxton



and

Jonathan Lewis Paxton



and

Jared Christopher Ervin



and

Sandra Houk Ervin



To Lessee: Exie Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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

Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

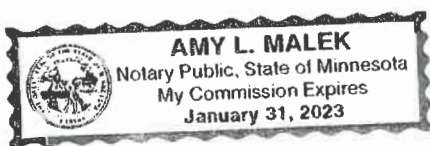
LESSEE

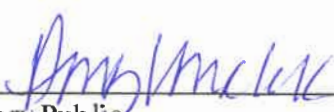
EXIE SOLAR, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

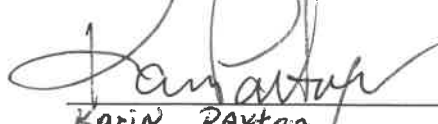
The foregoing instrument was acknowledged before me this 5th day of November, 2020, by Jeff Ringblom, the Chief Financial Officer of Exie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



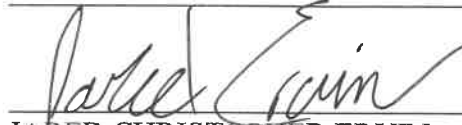

Notary Public
My Commission Expires: 1/31/23

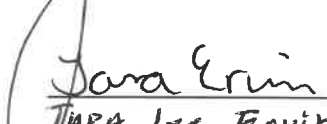
LESSOR SIGNATURE PAGE


HUBERT SCOTT PAXTON


KARIN PAXTON


JONATHAN LEWIS PAXTON


JARED CHRISTOPHER ERVIN


TARA LEE ERVIN


SANDRA HOUK ERVIN

STATE OF KENTUCKY)
) ss.
COUNTY OF Green)

The foregoing instrument was acknowledged before me this 17th day of October, 2020, by Hubert Scott Paxton AND Karin Paxton,
Husband AND wife.
(insert spouses name, if any, and marital status)


NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: 8-5-2023

STATE OF KENTUCKY)
) ss.
COUNTY OF Green)

The foregoing instrument was acknowledged before me this 17th day of
October, 2020, by Jonathan Lewis Paxton , Divorced

(insert spouses name, if any, and marital status)

Jeresa Matney
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 8-5-2023

STATE OF KENTUCKY)
) ss.
COUNTY OF Green)

The foregoing instrument was acknowledged before me this 17th day of
October, 2020, by Jared Christopher Ervin AND TARA Lee Ervin,
Husband and wife

(insert spouses name, if any, and marital status)

Jeresa Matney
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 8-5-2023

EXHIBIT A

DESCRIPTION OF PROPERTY

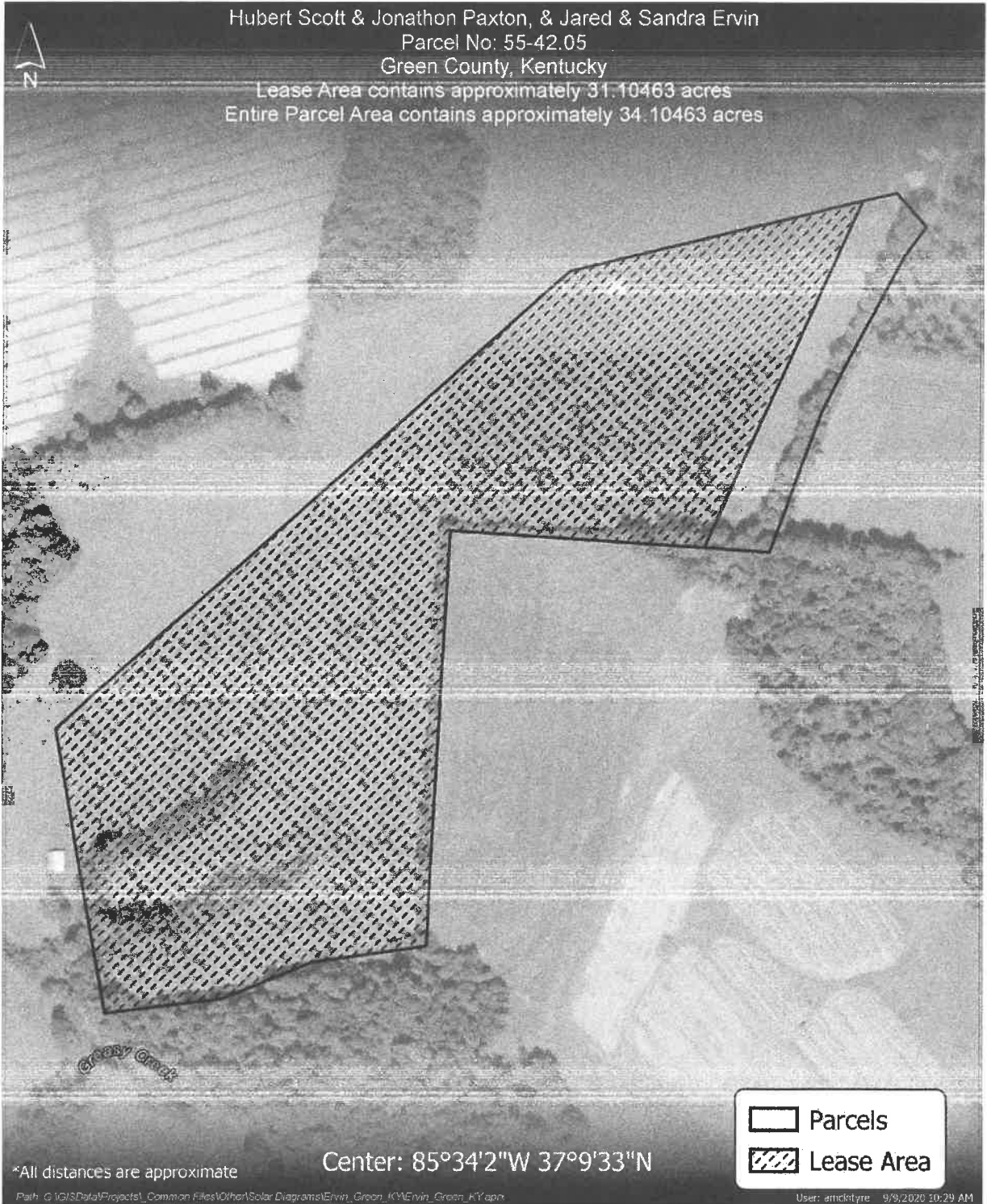
Tax Parcel No.: 55.42.05

Being a portion of Tract II of the Houk Family Farm Subdivision as recorded in Plat Cabinet 1, Page 334, in the office of the Green County Clerk, Kentucky, containing approximately 31.1046 acres, as more particularly delineated on a drawing of the property showing the approximate location of the leased premises, which is attached hereto, marked for identification purposes as Exhibit A-1 and incorporated herein by this reference; and,

Being a portion of the same property conveyed to Hubert Scott Paxton, Jonathan Lewis Paxton, Jared Christopher Ervin, and Sandra Houk Ervin, by Deed dated February 17, 2017, of record in Deed Book 248, Page 467, in the Green County Clerk's Office.

The parcel contains 34.10463 acres.

**EXHIBIT A-1
SITE PLAN**



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on March 4 2024
20____ (the “**Effective Date**”), by and between Tony C. Young and Penny J. Young, husband
and wife (“**Lessor**”) and Exie Solar, LLC, a Delaware limited liability company, and its
successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Green County, Kentucky and
legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises and in the
vicinity of the Property (the “**Project**”), and Lessor desires to lease a portion of the Property (as
more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee,
and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all
as more fully described below.

KEY TERMS

[Redacted text]

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that
the above recitals are true and correct in all material respects and are incorporated herein by
reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and
Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit
A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not
limited to monitoring, testing and evaluating the Premises for solar energy generation; activities
related to the production of solar energy including constructing, installing, using, maintaining,
operating, replacing, relocating and removing solar panels, overhead and underground electrical
transmission and communications lines, electric transformers, energy storage facilities,
telecommunications equipment, power generation facilities to be operated in conjunction with
solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article IV. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**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 Property, 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.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessor and Lessee agree that Lessee has the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as determined by Lessee in its sole and absolute discretion. Any such reduction of the size of the Premises may be selected and further identified by Lessee on a revised Exhibit A-1, at Lessee’s sole discretion. Lessee’s revised Exhibit A-1, if any, shall replace and supersede any prior Exhibit A-1, including, without limitation, the original Exhibit A-1 attached to the Lease and to the memorandum of this Lease described in Section 9.12. In addition, Lessor agrees that Lessee shall have the right to file of record a notice of its reduction of the size of the Premises, which notice shall contain such revised Exhibit A-1, in the real property records of the county in which the Property is located. Upon Lessee’s exercise of its right to reduce the size of the Premises, all references to the Premises in this Lease shall refer to the Premises, as may be modified by and depicted on Lessee’s subsequently revised Exhibit A-1, if any. Upon notice from Lessee to Lessor, Lessee shall promptly execute, and Lessor shall accept in writing, an amendment to this Lease and memorandum of this Lease in recordable form to replace Exhibit A-1 with any such revised Exhibit A-1, and such amendment shall take effect immediately upon Lessee’s notice to Lessor, provided that Lessee shall also have the right, at Lessee’s option, to file any such notice or amendment as

described in this Section 1.1(e) in the real property records of the county in which the Property is located.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel 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 Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**”

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon (i) (“**Construction Date**”); or

(d) [REDACTED]

or

(e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or

(f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy 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.

ARTICLE III. Payments and Taxes

Section 3.1 Signing Payment and Development Period Rent

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Development Rental Payment") as consideration for the Development Period. [REDACTED]

Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term

[REDACTED] Lessee shall pay Lessor [REDACTED] (the "Annual Rent"). The Annual Rent shall be increased [REDACTED] The Annual Rent payment for the first year of the Construction Period and first and last years of the Extended Term, if less than a full calendar year, shall be prorated [REDACTED]

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. [REDACTED]

(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 the installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay or reimburse Lessor [REDACTED]

[REDACTED] 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.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease 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) [REDACTED]

Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction

(a) The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Solar Facilities on the Premises. [REDACTED]

[REDACTED] Notwithstanding any provision to the contrary, Lessor acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Premises during a calendar year [REDACTED]

(b) Crop damages will be calculated by the following formula: [REDACTED]

[REDACTED]

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Lessor or Lessor’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Lessee’s Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic’s Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor’s interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor’s interest in the Premises being forfeited. [REDACTED]

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 applicable with respect to Lessee’s activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, “**Legal Requirements**”). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, [REDACTED]

§ [REDACTED]

Section 4.3 Lessee's Improvements

After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.3, Lessor shall have no ownership or other interest in any Solar Facilities on the Premises.

All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. If Lessee fails to remove any of the Solar Facilities [REDACTED] such Solar Facilities shall be considered abandoned by Lessee and may be removed from the Premises in accordance with applicable governmental rules and approvals, laws and the permits for the Solar Facilities, and Lessor may, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, either: (i) [REDACTED]

[REDACTED] If Lessee fails to remove any of the Solar Facilities as required, and Lessor, to the extent allowed under (and subject to) applicable governmental rules and approvals, laws and the permits for the Solar Facilities, elects to remove such Solar Facilities at Lessor's expense, Lessee shall reimburse Lessor [REDACTED]

[REDACTED] Lessee shall provide a letter of credit, surety bond or escrow funds (the "Extended Term Security") to secure Lessee's obligations under this Section 4.3, which Extended Term Security shall be in the name of Lessor and/or the applicable governmental authority. Lessee shall provide Lessor written notice upon the establishment of such Extended Term Security, which notice shall identify the location and amount of the Extended Term Security. The amount of the Extended Term Security shall be [REDACTED] (i) [REDACTED]

[REDACTED] or (ii) the amount necessary to satisfy the requirements set forth by applicable governmental rules or the permits for the Solar Facilities. If Lessee does not remove the Solar Facilities [REDACTED], the Solar Facilities may be removed from the Premises, and Lessor may, to the extent allowed under (and subject to)

applicable governmental rules and approvals, laws, and the permits for the Solar Facilities, draw from the Extended Term Security an amount sufficient to reimburse Lessor [REDACTED]

To the extent any of any conflict between the provisions of this Section 4.3 and the provisions of applicable governmental rules, governmental approvals, laws, and the permits for the Solar Facilities, the provisions of such rules, approvals, laws and permits shall control, supersede and govern over any such conflicting provisions of this Section 4.3.

Section 4.4 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 commencement of construction of any Solar Facilities on the Premises other than meteorological measuring devices, and [REDACTED] for the period commencing on the Construction Date. 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. Any such policies shall name Lessor as an additional insured and shall provide for 30 days prior written notice to Lessor of any cancellation or material change. Lessee shall provide Lessor with copies of certificates of insurance evidencing this coverage upon request by Lessor. Policies shall provide coverage for any costs of defense or related fees incurred by Lessor. [REDACTED]

Section 4.5 Hold Harmless.

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 Property (including, as to Lessor, any operations or activities conducted on the Property 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. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

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 Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. 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 Lease, 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 or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. 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 Property 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 Property 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, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders. The failure of Lessor to execute and deliver any estoppel certificate within fifteen (15) days of written request from Lessee shall constitute Lessor's agreement that all of the statements included in an estoppel certificate provided by Lessee are true and correct, without exception. [REDACTED]


Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease 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 be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 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", 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 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 5.8 Mineral Rights/Surface Use.

This Lease does not demise or lease to Lessee any oil, gas or minerals in place underneath the surface of the Premises (the “**Mineral Estate**”) or the right to extract and remove the same, and subject to the following terms and provisions of this Section 5.8, Lessor’s rights, if any, in the Mineral Estate are reserved to, and retained by, Lessor. During the Term, Lessor may not use, permit the use of, or otherwise grant any rights or interest in and to the Premises [REDACTED] [REDACTED] for the purpose of exploring for, extracting, producing or mining any such oil, gas or minerals. Lessor may explore for, extract or produce oil, gas and minerals from the Mineral Estate in a manner which does not interfere with Lessee’s use of the Premises or affect the Solar Facilities and which utilizes a method such as directional drilling from well sites located outside of the Premises, [REDACTED] [REDACTED]. If Lessee determines, in its sole discretion, that Lessee needs any non-interference and waiver of surface rights agreement from any person or entity with any ownership, royalty or leasehold interest in the Mineral Estate, then Lessor shall use best efforts and diligence in cooperating with Lessee’s efforts to obtain the same at no out-of-pocket expense to Lessor. As of the Effective Date, there [are] or [are no] active oil, gas or mineral leases pertaining to the Premises or the Mineral Estate.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease 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) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. 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 or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** 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 Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease 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. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease

unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease 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 Lease 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) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease 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 an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (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 Lease, (ii) shall be for a term equal to the remainder of the Term 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 Lease (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 Lease 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 Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

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 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 Lease, or any right or interest in this Lease, 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 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 not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease 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 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights 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) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees. For the avoidance of doubt and subject to Section 3.4, if Lessor conveys or transfers its fee simple title to the Property, then upon such conveyance or transfer, the Lease shall run with and against the Property, and Lessor's rights and obligations under the Lease shall inure to and be binding upon any purchaser or transferee of any of Lessor's interest in the Property. Upon any conveyance or transfer of an interest in the Property, Lessor shall promptly give written notice thereof to Lessee together with a copy of the deed conveying title to the Property, provided that any such conveyance shall be made expressly subject to the Lease. Lessee may continue to make payments due under the Lease to Lessor unless and until Lessee receives such written notice from Lessor as described in this Section 6.3(b), and Lessee shall not have any liability or obligation to any such purchaser or transferee of Lessor's interest in the Property for any payments made to Lessor prior to Lessee's receipt of any such notice.

ARTICLE VII. Condemnation

Section 7.1 Effect of 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, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities

which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) [REDACTED]
- (ii) [REDACTED]

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense [REDACTED] pursuant to Section 4.3 of this Lease. [REDACTED]

Section 8.3 Damages

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 Lease. 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.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Tony C. Young and Penny J. Young
[REDACTED]
P: _____

To Lessee: Exie Solar, LLC
c/o National Grid Renewables Development, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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. Except for the rights of Lenders set forth above, no provision of this Lease 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 Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease 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 Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, 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 Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 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 Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of

inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease 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 Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease 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. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Lease. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease. Neither party will 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 the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different

instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease 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 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease 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 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by [REDACTED] prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor

under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. 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 Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease 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 Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

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

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EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No(s): 32-20

This property is located in Green County, Kentucky and bounded to-wit: Beginning at a point where a County Road intersects the State blacktop Highway; thence running Southward with the East edge of said Highway for about 1/3 of a mile to the line of Henry Thompson farm; thence turning Eastward and running Eastward to the Thompson farm for 300 yards, more or less, to the corner to the farm of Robert Clark; thence turning Northward and running along a gully and the Clark's farm for about 1/3 mile to the County Road; thence turning Westward and running along the County Road for about 200 yards back to the blacktop Highway, the place of beginning,

EXCEPTION ONE:

Beginning at a stake on the West side of Little Barren Road and on the south side of the drive; and corner to the new division line of Young Farm; thence N 60 W, 144' to a stake; N 30 E, 220' to a stake; N 55 E, 170' to a stake at the right of way of the said road; thence with the road; S 34 W 379' to the point of beginning,

EXCEPTION TWO:

Beginning at a stake on the blacktop road at the corner of the lands of Willie Young; thence southward with the Highway 129 yards to a concrete culvert going under the Highway; thence turning right and running westward with a new division line 36 yards to a stone; thence turning right and running northward a new division line 100 yards to a stone; thence turning a little right and continuing a line northward 50 yards to a point in Willie Young's fence line; thence turning right and running eastward 80 yards to the road at the place of beginning.

The Property contains approximately 22.50 acres.

**EXHIBIT A-1
SITE PLAN**

37.13426, -85.619093

Little Barren

Center: 85°37'1"W 37°08'2"N

Legend:
[Hatched Box] Lease area
[White Box] Parcels



2/2/2025 11:07 AM

* All distances are approximate

Tony C. Young and Penny J. Young

Parcel(s): 32-20

Green County, KY

Lease Area contains approximately 22.50 acres

Deeded Acreage contains approximately 22.50 acres

Parcel(s): 32-20

Green County, KY

Lease Area contains approximately 22.50 acres

Deeded Acreage contains approximately 22.50 acres

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 31 day of March, 2025 (the “**Effective Date**”), by and between Richard S. Blatt and Karen Blatt, husband and wife, whose address is: 411 Oak Street, Cincinnati, OH 45219 hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated April 9, 2024 (the “**Lease**”), as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on May 8, 2024, as Document No. 127720 in Book MS21, Pages 330-337, records of the Green County Court Clerk (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. [REDACTED]
2. “Development Period Rent” as referenced in Article III. Section 3.1 of the Lease shall be [REDACTED]
3. “Annual Rent” as referenced in Article III. Section 3.2 shall be [REDACTED]
4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment; Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

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[Separate Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

LESSOR:


Richard S. Blatt


Karen Blatt

STATE OF OHIO)
) ss.
COUNTY OF Hamilton)



KRYSTLE YOUNG
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
August 19th, 2029

The foregoing instrument was acknowledged before me this 19 day of February 2025, by Richard S. Blatt and Karen Blatt, husband and wife (name of person acknowledged).


Notary Public
Printed Name: Krystle YOUNG
My Commission Expires: 8/19/2029

[LESSEE SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Description of the Property

Tax Parcel No(s): 45-44

A certain tract or parcel of land in Green County, Kentucky, on the waters of Caney Fork Creek, and bounded and described as follows:

BEGINNING at a crooked white oak; thence S 57 E 135 poles to a stake in Brice Wood Edwards line; thence S 39 W 148 poles to a large poplar, corner to Joseph Perry's; thence with his line N 65 W 86 poles to a stone; thence N 36 E 16 poles, N 9 E 66 poles, N 13 E 38 poles, N 20 E 26 poles, N 26 E 26 poles, N 55 E 24 poles to a black walnut; thence N 75 E 9 poles to the beginning;

EXCEPT

BEGINNING at a stake at the right-of-way of Highway #68 and corner to a new division line of Froggett Brothers; thence with the said new line S 62 E 570 feet to a stake and N 42 E 840 feet to a stake in the Jones line; thence with the said Jones, Wilcoxson and Perry line, N 40 W 411 feet to a stake, N 83 W 159 feet to a stake, and S 59 W 450 feet to a stake at the right-of-way of Highway #68; thence with the said Highway S 30 W 500 feet to the point of beginning, containing 12 acres, more or less,

This being the same lands conveyed to Jamie Richard, married, from Hazel Ketchem, a/k/a Hazel Ketchum, single, by deed dated November 14, 2017, and recorded in Deed Book 250, at page 383, in the office of the Green County Clerk.

The Property contains approximately 136.00 acres.

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 3rd day of March, 2025 (the “Effective Date”), by and between Michael Lee and Jennifer G. Lee, husband and wife, whose address is: 845 Pruitt Road, Greensburg KY 42743, hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated October 24, 2024 (the “Lease”), as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on November 1, 2024, as Document No. 129913, in Book MS21, Pages 625-631, records of the Green County Court Clerk (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. [REDACTED]
2. “Development Period Rent” as referenced in Article III. Section 3.1 of the Lease shall be [REDACTED]
3. “Annual Rent” as referenced in Article III. Section 3.2 shall be [REDACTED]
4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment; Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

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[Separate Signature and Notary Pages to Follow]

EXHIBIT A

Description of the Property

Tax Parcel No(s): 55-75_75.01

Unless otherwise stated, any monument referred to herein as a "set steel stake" is an eighteen inch, number four re bar with a plastic cap stamped "DABNEY 1069". All bearings stated herein are referred to the magnetic meridian as observed May 3, 2000. Observed bearing was taken along a random traverse line. This property was surveyed by Donald W Dabney, PLS 1069, Dabney Engineering and Land Surveying, May 3, 2000.

BEGINNING at a set steel stake on the south east right of way of U. S. Highway 68, said stake also being located 65.76 feet South 15 degrees 45 minutes 26 seconds West from the center of a culvert headwall on the same side of U. S. Highway and being a corner to Margaret Houk (Deed Book 151 Page 76); THENCE with the south east right of way of U. S. Highway 68, North 31 degrees 02 minutes 27 seconds East for a distance of 443.81 feet: North 33 degrees 30 minutes 13 seconds East for a distance of 359.85 feet to a set steel stake, North 34 degrees 42 minutes 55 seconds East for a distance of 239.16 feet, North 35 degrees 08 minutes 01 seconds East for a distance of 442.94 feet to a set steel stake on the south west side of Pruitt Road; THENCE with the south west side of said road, South 13 degrees 05 minutes 44 seconds East for a distance of 48.28 feet, South 07 degrees 56 minutes 02 seconds East for a distance of 444.92 feet to a set steel stake, South 06 degrees 52 minutes 33 seconds East for a distance of 232.98 feet, South 02 degrees 48 minutes 48 seconds West for a distance of 141.07 feet, South 05 degrees 42 minutes 30 seconds West for a distance of 324.36 feet, South 02 degrees 15 minutes 28 seconds East for a distance of 87.10 feet, South 06 degrees 14 minutes 44 seconds East for a distance of 98.11 feet, South 24 degrees 50 minutes 48 seconds East for a distance of 57.47 feet to a set steel stake in the property line of Virena Pruitt (Deed Book 146 Page 369); THENCE with said property line and later the property line of Nelson Murrell (Deed Book 138, Page 263), South 78 degrees 54 minutes 31 seconds West for a distance of 817.50 feet to an existing steel rebar uncapped lying on the east side of D. Atwood county road and a corner to Margaret Houk (Deed Book 151, Page 76); THENCE with said property line, North 18 degrees 55 minutes 12 seconds West for a distance of 356.74 feet to the beginning.

The Property contains approximately 19.00 acres.

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 31st day of March, 2025 (the “**Effective Date**”), by and between Tony C. Young and Penny J. Young, husband and wife, whose address is: 522 Little Barren Church Road, Greensburg KY 42743 hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables Development, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated March 4, 2024, (the “**Lease**”), as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on March 21, 2024, as Document No. 127249, in Book MS21, Pages 268-274, records of the Green County Court Clerk (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. [REDACTED]
2. “Development Period Rent” as referenced in Article III. Section 3.1 of the Lease shall be [REDACTED]
3. “Annual Rent” as referenced in Article III. Section 3.2 shall be [REDACTED]
4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment; Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

{Remainder of this Page Intentionally Blank}

[Separate Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

LESSOR:

Tony C Young
Tony C. Young

Penny J Young
Penny J. Young

STATE OF KENTUCKY)
) ss.
COUNTY OF Metcalfe)

The foregoing instrument was acknowledged before me this 17 day of February 2025, by Tony C. Young and Penny J. Young, husband and wife.

Genice D. Jessie
Notary Public
Printed Name: Genice D. Jessie
My Commission Expires: 12-20-2025
KyNP 501686



[LESSEE SIGNATURE PAGE FOLLOWS]

EXHIBIT A
Description of the Property

Parcel ID No.: 32-20

This property is located in Green County, Kentucky and bounded to-wit:

Beginning at a point where a County Road intersects the State blacktop Highway; thence running Southward with the East edge of said Highway for about 1/3 of a mile to the line of Henry Thompson farm; thence turning Eastward and running Eastward of the Thompson farm for 300 yards, more or less, to the corner to the farm of Robert Clark; thence turning Northward and running along a gulley and the Clark's farm for about 1/3 mile to the County Road; thence turning Westward and running along the County Road for about 200 yards back to the blacktop Highway, the place of the beginning, containing 25 acres, more or less.

EXCEPTION ONE: BEGINNING at a stake on the West side of Little Barren Road and on the South side of the drive; and corner to the new division line of Young Farm; thence N 60 W, 144' to a stake; N 30 E, 200' to a stake, N 55 E, 170' to a stake at the right of way of the said road; thence with the road, S 34 W, 379' to the point of beginning, containing 1 acre, more or less, according to survey by Bobbie G. Blakeman on March 28, 1990.

SOURCE OF TITLE FOR EXCEPTION ONE: This being the same the property Tony Young and Penny Young, husband and wife acquired on April 27, 1990, by deed from Frankie Young and Barbara Young, husband and wife, and of record in Deed Book 163, Page 11, Office of the Green County Clerk, Kentucky.

EXCEPTION TWO: BEGINNING at a stake on the blacktop road at the corner of the lands of Willie Young; thence Southward with the Highway 129 yards to a concrete culvert going under the Highway; thence turning right and running Westward with a new division line 36 yards to a stone; thence turning right and running Northward a new division line 100 yards to a stone; thence turning a little right and continuing a line Northward 50 yards to a point in Willie Young's fence line; thence turning right and running Eastward 80 yards to the road at the place of the beginning, containing 1 1/2 acres, more or less.

SOURCE OF TITLE FOR EXCEPTION TWO: This being the same property Larry Ervin and Nellie Ervin, husband and wife, acquired via deed from Frankie Young and Barbara Young, husband and wife, dated January 25, 1975 and of record in Deed Book 129, Page 342, Office of the Green County Clerk, Kentucky.

SOURCE OF TITLE: This being the same the property Frankie Young and Barbara Young, husband and wife, acquired on December 15, 1964, by deed from Meryl Young and Ruth Ann Young, husband and wife, and of record in Deed Book 101, Page 335, Office of the Green County Clerk, Kentucky.

This also being the same property Frankie Young acquired part of an undivided interest in on November 28, 1964, via Affidavit of Descent, from Magdalene Young, and of record in Deed Book 101, Page 328, Office of the Green County Clerk, Kentucky.

This also being the same property Frankie Young acquired part of an undivided interest in on November 15, 1957, via Affidavit of Descent from Armour Young, and of record in Deed Book

86, Page 372, Office of the Green County Clerk Kentucky. The Property contains approximately 136.00 acres.

The Property contains approximately 22.50 acres.

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 12 day of March, 2025 (the “**Effective Date**”), by and between Vanda J. Lile, Trustee of the Lile Family Farms Trust dated December 20, 2022, whose address is: 4743 Little Barren Road, Greensburg, KY 42743, hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated August 12, 2024, (the “**Lease**”), as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on August 14, 2024, as Document No. 128814 in Book MS21, Pages 488-494, records of the Green County Court Clerk (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. The legal description of the property attached to the Land Lease and Solar Easement, the Memorandum of Land Lease attached as Exhibit A is hereby deleted in its entirety and replaced with the Exhibit A attached hereto. From and after the Effective Date hereof, all references to the “**Premises**” in the Lease shall refer to the description attached hereto.

2. [REDACTED]

3. “**Annual Rent**” as referenced in Article III. Section 3.2 shall be [REDACTED]

4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in

this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment: Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

{Remainder of this Page Intentionally Blank}
[Separate Signature and Notary Pages to Follow]

EXHIBIT A

Description of the Property

Tax Parcel No(s): 45-03

The following described property situated in near Greensburg in Green County, Kentucky, to-wit: BEGINNING at a stake on the West side of the drive and corner to a new division line of the said farm; thence N 40 E 377 ft. to a stake; thence N 48 W 87 ft. to a stake; thence S 47 W 341 ft. to a stake; S 30 E 50 ft. to a stake; S 40 W 25 ft. to a stake; S 49 E 70 ft. to the point of beginning, containing .87 acres, more or less, according to a survey by Bobbie G. Blakeman on December 8, 1986.

Being the same property where a one-third (1/3rd) undivided interest was conveyed to Vanda Jean Lile, single, from Brenda Hancock (widow, unmarried) and a one-third (1/3rd) undivided interest was conveyed to Vanda Jean Lile, single, from Aleda Thompson, single, by Deed dated August 4, 2021 and of record in Deed Book 262 at Page 740, in the Green County Clerk's Office.

The Property contains approximately 00.87 acres.

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 12 day of March, 2025 (the “**Effective Date**”), by and between Mike Matney and Kimberly Matney, husband and wife whose address is: 176 Josie Pierce Road, Greensburg KY 42743 hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Lessor and Lessee are parties to that certain Land Lease and Solar Easement dated August 12, 2024, as evidenced by that certain Memorandum of Land Lease and Solar Easement recorded August 14, 2024, as Document No. 128821, in Vol. MS21, Page 495-501 in the Office of the County Clerk of Green County, Kentucky, (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. [REDACTED]
2. “Development Period Rent” as referenced in Article III. Section 3.1 of the Lease shall be [REDACTED]
3. “Annual Rent” as referenced in Article III. Section 3.2 shall be [REDACTED]
4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment; Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

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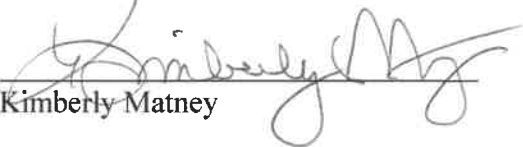
[Separate Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

LESSOR:




Mike Matney



Kimberly Matney

STATE OF KENTUCKY)
COUNTY OF Green) ss.

The foregoing instrument was acknowledged before me this 6 day of March 2025, by Mike Matney and Kimberly Matney, husband and wife. (name of person acknowledged).



Notary Public
Printed Name: Sherri Beard
My Commission Expires: 1-06-2027
44NPL63051

[LESSEE SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Description of the Property

Tax Parcel No(s): 44-25.03

Lying and being in Green County, Kentucky. and being more particularly bounded and described as follows, to-wit;

Being at an iron pin on the west side of Pierce-Liletown Road, corner of the Edwin B Froggett property Deed Book 158, page 287); thence with the line of said Froggett property South 54 degrees 40 minutes West 2046.3 feet to a post in the line of the Joseph M. Calhoun property, corner of said Froggett property; thence with the line of said Calhoun property North 45 degrees 35 minutes West, 763.0 feet to a post in the line of said Calhoun property, corner of the Lile property; thence with the line of said Lile property North 54 degrees 07 minutes East 2126.4 feet to an iron pin on the West side of said Pierce-Liletown Road, corner of said Lile property; thence with the west side of said Pierce-Liletown Road as follows: South 35 degrees 14 minutes East 389.9 feet; South 41 degrees 18 minutes East 162.6 feet; South 45 degrees 33 minutes East 223.2 feet to the beginning.

This being the same property conveyed to Mark Faulkner by Deed of J. B. Henderson and his wife Mary S. Henderson, dated December 4, 1991, of record in Deed Book 167, Page 355, Green County Clerk's Office, Kentucky.

The Property contains approximately 36.18 acres.

FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

THIS FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (the “**First Amendment**”), is entered into on this the 16th day of March, 2025 (the “Effective Date”), by and between Jared Money and Kayleigh Money, husband and wife, whose address is: 1558 Fry Ridge Road, Greensburg, KY 42743 hereinafter the “**Lessor**”, and Exie Solar, LLC, a Delaware limited liability company, with an address of c/o National Grid Renewables, LLC, 8400 Normandale Lake Blvd. Suite 1200, Bloomington, Minnesota, 55437, hereinafter the “**Lessee**” and, together with Lessor, the “**Parties.**”

WITNESSETH:

THAT WHEREAS, Lessor is the owner of certain real property in Green County, Kentucky, which is more particularly described on the attached Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, Lessor and Lessee entered into that certain Land Lease and Solar Agreement regarding the Property dated February 22, 2024 (the “**Lease**”), as evidenced by that certain Memorandum of Land Lease and Solar Easement, filed of record on March 6, 2024, as Document No. 127052, in Book MS21, Pages 259-266, records of the Green County Court Clerk (the “**Memorandum**”).

WHEREAS, Lessor and Lessee have reached an agreement to further amend certain terms of the Lease, upon the terms and conditions hereinafter described, and now desire to set those terms to writing.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and No/100 Cents (\$1.00), cash in hand paid, and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease on the terms hereof as of the Amendment Effective Date as follows:

1. [REDACTED]
2. “Development Period Rent” as referenced in Article III. Section 3.1 of the Lease shall be [REDACTED]
3. “Annual Rent” as referenced in Article III. Section 3.2 shall be [REDACTED]
4. Effect of Amendment. Except as modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. In the event there is any conflict between the terms of the Lease, or the terms of the Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to “the Lease” or “this Lease” in the Lease shall mean the Lease as modified by this Amendment.

5. Mutual Authorization Representation. Each of the Parties hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper limited liability company or corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to or application of its conflict of laws principles.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

8. Headings. The headings in this Amendment have been included solely for ease of reference and shall not be considered in the interpretation or construction of this First Amendment.

9. Amendment; Waiver. No amendment to this Amendment or of the Lease shall be enforceable unless in writing and signed by the Party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Lease or of this Amendment shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

10. Entire Agreement. This Amendment contains the entire understanding between the Parties with respect to the matters being amended as contained herein. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

11. Benefit and Binding Effect. Except as otherwise specifically provided herein or in the Lease, the Lease, and this Amendment, shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and permitted assigns.

12. Recording. A Memorandum of this Amendment may be recorded in the office of the Green County Court Clerk to provide constructive notice of the existence of the Lease, as well as correction of terms of the Lease as listed in the Memorandum and modified under this Amendment.

{Remainder of this Page Intentionally Blank}

[Separate Signature and Notary Pages to Follow]

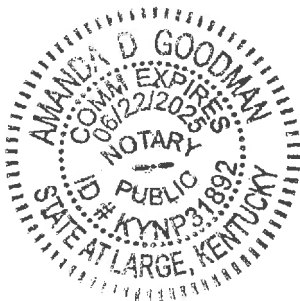
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

LESSOR:

Jared Money
Jared Money
Kayleigh Money
Kayleigh Money

STATE OF Kentucky)
~~OHIO~~) ss.
COUNTY OF Green)

The foregoing instrument was acknowledged before me this 28 day of February 20 25, by Jared Money and Kayleigh Money, husband and wife (name of person acknowledged).



Amanda D Goodman
Notary Public
Printed Name: Amanda D Goodman
My Commission Expires: 6/22/2025

[LESSEE SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Description of the Property

Tax Parcel No(s): 56-25

The following described property located in Green County, Kentucky, to-wit:

A certain tract or parcel of land lying and being in Green County, Kentucky, and described as follows:

First Tract: On the waters of Green County's Greasy creek and bounded as follows: Beginning at a stone on the South side of a road in S.H. Sullivan's line running with same N. 72 1/2 E., 16 4/5 poles to a stone in line of said Sullivan; thence with another of said Sullivans lines N. 22 1/2 E. 20 poles to a road; thence with same as it meanders S 88 W 19 1/2 poles to a stone at fork of a road; thence S with said road as it meanders S 14 1/2 W 24 4/5 poles to the beginning, containing 2 1/2 acres, more or less.

Second Tract: Beginning at a stone on the South side of the road, a new corner to John Faulkner; thence with his line and the meanders of said road N 84 3/4 E 10 poles; S. 80 1/2 E 38 poles to the middle of a gate; thence S 75 3/4 E 7 4/5 poles to a cedar on the South side of said road; thence S 66 3/4 E 2 4/5 poles to a stone and dead elm on the South side of road; thence leaving said road; S 22 3/4 E 7 3/5 poles to G.C. Robertson's line; thence with the division line between said lands to a stone near said Robertson residence; thence with the Old Harvey line to the said Faulkner's corner; thence with his line to the beginning, containing 15 acres, more or less.

Third Tract: Beginning at a black oak at call for white oak and black gum in J.C. Faulkner's line; thence with his line S 22 3/4 (old call 21 1/4) W 38 poles to a stone on the South side of a road in said line; thence with said road as it meanders N 84 3/4 E 10 poles; S 80 1/2 E 38 poles to the middle of a gate; thence S 75 3/4 E 7 4/5 poles to a cedar; thence S 66 3/4 E 2 4/5 poles to a stone and dead elm on the South side of said road in a flat; thence leaving the road S 22 3/4 E 7 3/5 poles to a stone to be in the line between this land and G.C. Robertsons land thence with the line between said lane about 55 or 60 poles to a stone corner to said Robertson's in Lowes line; thence with same S 2 1/2 E 46 poles to a stake and a small chestnut and black oak pointers; thence S 84 W 104 poles to the beginning, containing about 35 acres, more or less. Also a lane 8 feet wide by the side of G.C. Robertson's line running Southwardly to Mrs. Victoria Edward's spring, and use of said water is also included in this conveyance.

Fourth Tract: On the waters of Caney Fork Creek and bounded as follows: Beginning at a stone in a line of the widow Edwards, old dower tract; thence with the same N 41 1/4 E 137 poles to a forked or double red oak, corner to said dower; thence with another line of the same N 2 1/2 E 30 1/2 poles to a stake in said line and corner to Arron Martin; thence with the line of same S 78 1/2 W 23 poles (old call 29) to a large white oak now down; thence S 59 1/4 W 64 1/2 poles to a stake; thence due West 20 poles to a stake; thence S 81 W 31 poles to a stake; thence S 71 1/2 W 16 3/4 poles (old call 18 poles) to a mulberry stump where a stone is called for, corner to the old Harvey survey; thence with the line of same S 41 3/4 W 14 1/2 poles to a stone at the edge of an old beech grove church, site in said line; thence a new line S 40 1/2 E 100 poles to the beginning, containing 60 acres by survey.

Fifth Tract: Beginning at a stake near a mulberry stump, corner to Harveys 1000 acre survey; thence with a line of the same S 42 W (old call 39) 69 1/3 to a stone in said line; thence a new line N 49 W 74 poles to a red oak with a gate hung to it; thence with another new line N 5 E 3 1/4 poles to a stone at dower, hickory corner to A. Neagle; thence with the line of same N 32 1/2 E (old call 30) 46 poles to a stone in said Harvey's line; thence with same N 48 E (old call 37) 98 1/2 poles to the beginning, containing 40 acres by survey, but be it the same more or less.

Being the same property conveyed to James Luther Clark, in fee simple, by Deed dated April 26, 2010, of record in **Deed Book 230, Page 740**, in the Office of the Clerk of Green County, Kentucky.

The Property contains approximately 150.00 acres.