

**COVER PAGE TO ENERGY EASEMENT OPTION AGREEMENT**

<b>Grantor</b>	Danny Doyle Beyer and Debra Ann Beyer, husband and wife
<b>Grantee</b>	MYSO, LLC, a Delaware limited liability company
<b>Premises</b>	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> ("Premises").
<b>Option Term End Date</b>	[REDACTED]
<b>Easement Area Width</b>	Not to exceed one hundred (100) feet
<b>Option Payment</b>	[REDACTED]
<b>Easement Fee</b>	[REDACTED]
<b>Addresses for Notice</b>	<p><u>If to Grantor:</u>            Danny D. Beyer and Debra A. Beyer            45 Wice Church Road            Beaz, KY 42027            [REDACTED]</p> <p><u>If to Grantee:</u>            BrightNight, LLC            515 North Flagler Drive, Suite 250            West Palm Beach, FL 33401            Attn: Legal            Email: legal@brightnightpower.com</p>

## Energy Easement Option Agreement

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Grantor and Grantee. Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

### RECITALS

- A. Grantor is the owner of the Premises.
- B. Grantee is exploring the possibility of developing, owning and operating an energy generation and/or storage facility (“**Project**”).
- C. Grantee desires to obtain certain easements, easement rights and other rights, and Grantor desires to grant certain easements and other rights, on the Premises for energy purposes.

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

### **ARTICLE 1. OPTION AND EASEMENT**

Section 1.1 Option. Grantor grants to Grantee an exclusive option (“**Option**”) to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on the Option Term End Date (“**Option Term**”).

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

(c) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor (“**Option Notice**”) at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

Section 1.2 Energy Easement.

(a) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended

therefrom for the transmission or collection of electrical energy and/or for communication purposes (hereinafter, “**Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Energy Easement**”). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees. Following the completion of the initial construction of the Facilities, the Easement Area shall not exceed the Easement Area Width.

(b) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (“**Access Easement**”) (the Energy Easement and Access Easement are collectively, the “**Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor’s operations on the Premises.

(c) Grantee shall make good faith efforts to consult with Grantor on the site development plan prior to finalizing the location of the Easement Area, and consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee’s sole discretion, are reasonable and do not negatively impact the Project. The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee’s selection of the Easement Area. Grantee shall use commercially reasonable efforts to minimize interference with Grantor’s farming operations and to locate the Easement Area along existing roads. Grantee shall compensate Grantor for crop damage occurring during construction of the Facilities, as set forth in Section 4.2.

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

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

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

placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

## ARTICLE 2. TERMINATION

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

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

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

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

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

## ARTICLE 3. PAYMENTS

Section 3.1 Option Payment. [REDACTED] Grantee shall pay Grantor (or, if applicable, Grantor's payment designee) the Option Payment as set forth on the cover page. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Energy Easement, Grantee shall pay Grantor (or, if applicable, Grantor's payment designee) the Easement Fee as set forth on the Cover Page.

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

## ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE

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

Section 4.2 Crop Damages.

(a) Grantee shall pay Grantor crop damages [REDACTED]

[REDACTED] (“Crop Damages”). [REDACTED]

Crop damages will be calculated by the following formula:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Grantor Records. Promptly after construction activities on the Premises, Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Grantor. [REDACTED]

[REDACTED] For purposes of the foregoing, “Grantor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee’s sole cost and expense. [REDACTED]

Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee’s activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of [REDACTED] per occurrence and [REDACTED] annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of [REDACTED] per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantees agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

## ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

### Section 5.1 Right to Encumber.

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

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

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

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

to be performed and observed by Grantee. The time within which Lender must foreclose or acquire Grantee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

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

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

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

## ARTICLE 6. CONDEMNATION/FORCE MAJEURE

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

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

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

## ARTICLE 7. DEFAULT

Section 7.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises [REDACTED]  
[REDACTED]  
[REDACTED]; provided, however, that if Grantee fails to pay to Grantor, [REDACTED] any damages awarded Grantor by a court of last resort with jurisdiction, then Grantor may, subject to Lenders' rights to additional time to cure set forth herein, terminate this Agreement.

Section 7.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee 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 Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

## ARTICLE 8. MISCELLANEOUS

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of

personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address as set forth on the Cover Page, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Section 8.2 Hazardous Materials.

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

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

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein and Grantor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Grantor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Grantee under this Agreement, Grantor shall reasonably cooperate with Grantee, at no out-of-pocket cost to Grantor, to take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

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

person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

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

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

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

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement, together with any payment designation forms, constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth where the Premises is located.

(b) Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Grantor and Grantee hereby waives any and all rights to recover, consequential,

incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

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

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

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

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


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

Section 8.15 Cover Page. The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms therein shall apply to defined terms used herein.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**GRANTOR:**

  
Name: Danny Doyle Beyer

Dated: 7/30/2024

  
Name: Debra Ann Beyer

Dated: 7/30/2024

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

**GRANTEE:**

**MYSO, LLC**

a Delaware limited liability company

By:  \_\_\_\_\_

Name: Martin Hermann

Title: Manager

Dated: 8/22/2024

By: \_\_\_\_\_

Name: Ron Kiecana

Title: Chief Development Officer

Dated: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

Tax ID No: 083.00.00.008.00

The following described real estate situated in Graves County, Kentucky, being more particularly described as follows:

Beginning at a point in the west right of way line of the Old Mayfield Road, said point being located N 87 degrees 54' W, 20.0 feet from the centerline of the Old Mayfield Road, which centerline point is located in a southerly direction and 332.0 feet from the centerline of the Wice Church Road; thence from said point of beginning and along the west right of way line of the Old Mayfield Road, S

13 degrees 54' E, 57.90 feet to a point; thence S 84 degrees 43' W, 234.08 feet to a point; thence S 17 degrees 08' E, 412.5 feet to a point; thence N 89 degrees 04' W, 1303.73 feet to a point in the east right of way line of the Illinois Central Railroad; thence N 15 degrees 15' W and along the east right of way line of the Illinois Central Railroad, 525.48 feet to a point; thence S 87 degrees 54' E, 1540.45 feet to the point of beginning. Said tract contains 15.0 acres.

LESS AND EXCEPT the Harper Graveyard being known as Tax ID No. 083.00.00.010.00.

Being the real estate conveyed to Danny Doyle Beyer and Debra Ann Beyer, husband and wife, by Deed dated August 26, 1988, at Deed Book 316, Page 332, filed in the Register of Deeds Office of Graves County, KY.

Parcel contains 15.00 acres, more or less

**Parcel 2:**

Tax ID No: 083.00.00.011.00

The following described real estate situated in Graves County, Kentucky, being more particularly described as follows:

**Being that portion of the property described in Deed Book 295, page 353 in the Graves County Clerk's Office as lies east of the railroad right-of-way and being more particularly described as follows:**

**Beginning at a concrete post or marker lying on the east right-of-way line of the railroad right-of-way mentioned in Deed Book 295, page 353, such point being the northwest corner of the property described in Deed Book 295, page 353 and lying east of the railroad right-of-way; thence north 60-1/2 degrees east 42-1/2 poles to the center of the Boaz--Leeder Road; thence south 27-1/2 degrees east 9 poles along the road; thence south 42 degrees east 108 poles along the road; thence south 28 degrees east 3-1/2 poles along the road to the northeast corner of the Johnson Cemetery; thence south 80 degrees west 15-3/4 poles along the north line of the cemetery to a post; thence south 16 degrees east 25 poles along the cemetery and Dell Heflin line to the south line of section 15; thence north 88-1/2 degrees west 88-1/2 poles along the south line of section 15 to a point; thence in a general northerly direction along the railroad right-of-way to the point of beginning.**

**There is excepted from this conveyance that part of the property conveyed or subject to the Commonwealth of Kentucky or Graves County for road purposes and that part of the property subject to the railroad right-of-way.**

**There is also excepted from this conveyance and not conveyed herein, that certain tract of land containing 15.0 acres conveyed by deed dated August 26, 1988, and recorded in Deed Book 316, page 332, Graves County Clerk's Office.**

Also, LESS AND EXCEPT the following:

**A 5.99 acre parcel of land as per January 7, 2012 survey of Jason Looper, KY LS #3573 and located on the southwest side of Wice Church Road north of the Boaz community of Graves County, Kentucky;**

**And more particularly described as beginning at the northeast corner of the property herein described, said corner begin a point in the center of Wice Church Road (subject deed calls for c/l of road to be boundary, no record r/w found) and the northeast corner of the parent tract of land;**

**Said point of beginning lies on a bearing of N 36 deg. 59 min. 46 sec. W—1628.76 feet from the intersection of the centerline of KY 994 and the s/l of Wice Church Road;**

**THENCE: Along a curve to the left having a Chord Direction of S 28 deg. 30 min. 58 sec. E, a Chord Length of 157.75 feet and a radius of 692.04 feet along the c/l of Wice Church Road to a point;**

**THENCE: Along a curve to the left having a Chord Direction of S 28 deg. 30 min. 58 sec. E, a Chord Length of 157.75 feet and a radius of 692.04 feet along the c/l of Wice Church Road to a point;**

**THENCE: S 36 deg. 27 min. 25 sec. E—85.33 feet along the c/l of Wice Church Road to a point;**

**THENCE: S 37 deg. 17 min. 15 sec E—353.66 feet along the c/l of Wice Church Road to a point, said point begin the southeast corner of the property herein described and a common corner with the remaining portion of the Danny Beyer property as described in Deed Book 426, Page 761;**

**THENCE: S 72 deg. 33 min. 10 sec. W—564.56 feet along a new line and passing a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set at 16.02 feet to a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set, said pin being the southwest corner of the property herein described;**

**THENCE: N 23 deg. 35 min. 22 sec. W—477.47 feet along a new line to a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set in the southerly line of the Earl Hemze property as described in Deed Book 315, Page 673, and being a common corner with the remaining portion of the Danny Beyer property as described in Deed Book 426, Page 761, and the northwest corner of the property herein described;**

**THENCE: N 60 deg. 30 min. 00 sec. E—447.40 feet generally along a existing fence and passing a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set at 432.32 feet to the point of beginning.**

Being the real estate conveyed to Danny Doyle Beyer and Debra Ann Beyer, husband and wife, by Deed dated September 23, 2005, at Deed Book 426, Page 761, filed in the Register of Deeds Office of Graves County, KY.

Parcel contains 29.74 acres, more or less

**Parcel 3:**

Tax ID No: 083.00.00.011.01

The following described real estate situated in Graves County, Kentucky, being more particularly described as follows:

**A 5.99 acre parcel of land as per January 7, 2012 survey of Jason Looper, KY LS #3573 and located on the southwest side of Wice Church Road north of the Boaz community of Graves County, Kentucky;**

**And more particularly described as beginning at the northeast corner of the property herein described, said corner begin a point in the center of Wice Church Road (subject deed calls for c/l of road to be boundary, no record r/w found) and the northeast corner of the parent tract of land;**

**Said point of beginning lies on a bearing of N 36 deg. 59 min. 46 sec. W— 1628.76 feet from the intersection of the centerline of KY 994 and the s/l of Wice Church Road;**

**THENCE: Along a curve to the left having a Chord Direction of S 28 deg. 30 min. 58 sec. E, a Chord Length of 157.75 feet and a radius of 692.04 feet along the c/l of Wice Church Road to a point;**

**THENCE: Along a curve to the left having a Chord Direction of S 28 deg. 30 min. 58 sec. E, a Chord Length of 157.75 feet and a radius of 692.04 feet along the c/l of Wice Church Road to a point;**

**THENCE: S 36 deg. 27 min. 25 sec. E— 85.33 feet along the c/l of Wice Church Road to a point;**

**THENCE: S 37 deg. 17 min. 15 sec E— 353.66 feet along the c/l of Wice Church Road to a point, said point begin the southeast corner of the property herein described and a common corner with the remaining portion of the Danny Beyer property as described in Deed Book 426, Page 761;**

**THENCE: S 72 deg. 33 min. 10 sec. W—564.56 feet along a new line and passing a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set at 16.02 feet to a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set, said pin being the southwest corner of the property herein described;**

**THENCE: N 23 deg. 35 min. 22 sec. W—477.47 feet along a new line to a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set in the southerly line of the Earl Hemze property as described in Deed Book 315, Page 673, and being a common corner with the remaining portion of the Danny Beyer property as described in Deed Book 426, Page 761, and the northwest corner of the property herein described;**

**THENCE: N 60 deg. 30 min. 00 sec. E—447.40 feet generally along a existing fence and passing a ½" dia. X 24" lng. Steel pin with surveyor's cap #3573 set at 432.32 feet to the point of beginning.**

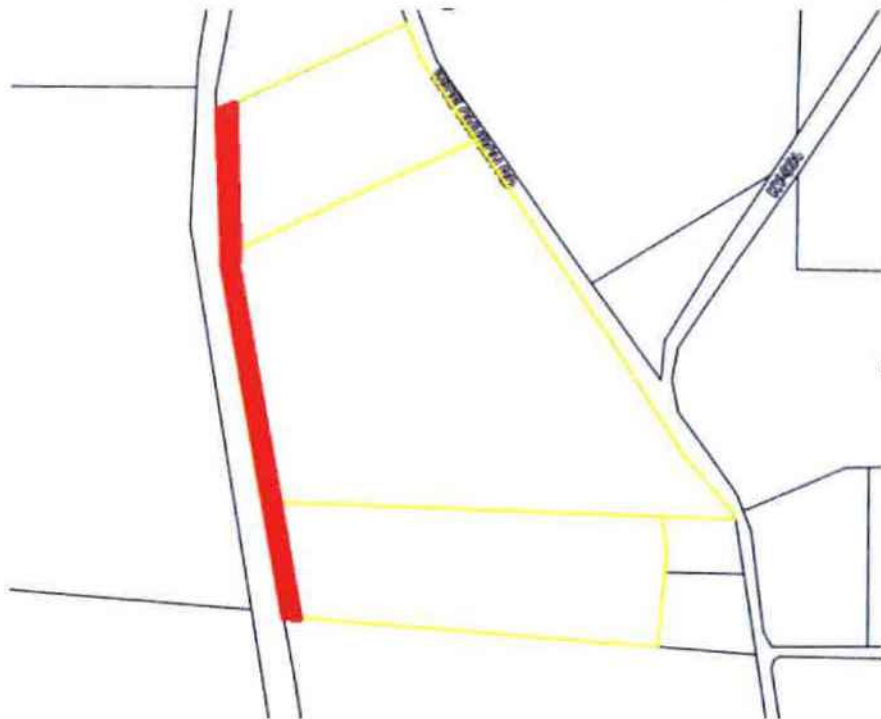
Being the real estate conveyed to Danny Doyle Beyer and Debra Ann Beyer, husband and wife, by Deed dated January 17, 2017, at Deed Book 507, Page 220, filed in the Register of Deeds Office of Graves County, KY.

Parcel contains 5.99 acres, more or less

The Premises contains 50.73 acres, more or less

EXHIBIT A-1

ANTICIPATED LOCATION OF EASEMENT AREA



**EXHIBIT B**  
**EASEMENT AREA**

*[To be provided]*

EXHIBIT C  
MEMORANDUM

[Attached]

**COVER PAGE TO ENERGY EASEMENT OPTION AGREEMENT**

<b>Grantor</b>	Randall Horace Burchard, a single man
<b>Grantee</b>	MYSO, LLC, a Delaware limited liability company
<b>Premises</b>	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> ("Premises").
<b>Option Term End Date</b>	[REDACTED]
<b>Easement Area Width</b>	Not to exceed one hundred (100) feet.
<b>Option Payment</b>	[REDACTED]
<b>Easement Fee</b>	[REDACTED]
<b>Addresses for Notice</b>	<p><u>If to Grantor:</u>            Randall Horace Burchard            609 State Route 408 West            Hickory, KY 42051            Email: _____</p> <p><u>If to Grantee:</u>            BrightNight, LLC            515 North Flagler Drive, Suite P-200            West Palm Beach, FL 33401            Attn: Legal            Email: legal@brightnightpower.com</p>

## Energy Easement Option Agreement

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Grantor and Grantee. Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

### RECITALS

A. Grantor is the owner of the Premises.

B. Grantee is exploring the possibility of developing, owning and operating an energy generation and/or storage facility (“**Project**”).

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

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

### **ARTICLE 1. OPTION AND EASEMENT**

Section 1.1 Option. Grantor grants to Grantee an exclusive option (“**Option**”) to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on the Option Term End Date (“**Option Term**”).

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

(c) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor (“**Option Notice**”) at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

Section 1.2 Energy Easement.

(a) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended

therefrom for the transmission or collection of electrical energy and/or for communication purposes (hereinafter, “**Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Energy Easement**”). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees. Following the completion of the initial construction of the Facilities, the Easement Area shall not exceed the Easement Area Width.

(b) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (“**Access Easement**”) (the Energy Easement and Access Easement are collectively, the “**Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor’s operations on the Premises.

(c) Grantee shall make good faith efforts to consult with Grantor on the site development plan prior to finalizing the location of the Easement Area, and consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee’s sole discretion, are reasonable and do not negatively impact the Project. The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee’s selection of the Easement Area. Grantee shall use commercially reasonable efforts to minimize interference with Grantor’s farming operations and to locate the Easement Area along existing roads. Grantee shall compensate Grantor for crop damage occurring during construction of the Facilities, as set forth in Section 4.2.

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

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

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

placed on the Premises by Grantee pursuant to this Agreement may be moved within the Easement Area, replaced, repaired or refurbished by Grantee at any time.

## ARTICLE 2. TERMINATION

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

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

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

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

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

## ARTICLE 3. PAYMENTS

Section 3.1 Option Payment. [REDACTED] Grantee shall pay Grantor (or, if applicable, Grantor's payment designee) the Option Payment as set forth on the cover page. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Energy Easement, Grantee shall pay Grantor (or, if applicable, Grantor's payment designee) the Easement Fee as set forth on the Cover Page.

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

## ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE

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

Section 4.2 Crop Damages.

(a) Grantee shall pay Grantor crop damages [REDACTED]

[REDACTED] (“Crop Damages”). [REDACTED]

Crop damages will be calculated by the following formula:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Grantor Records. Promptly after construction activities on the Premises, Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Grantor. [REDACTED]

[REDACTED] For purposes of the foregoing, “Grantor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee’s sole cost and expense. [REDACTED]

Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee’s activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of [REDACTED] per occurrence and [REDACTED] annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of [REDACTED] per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

## **ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT**

### **Section 5.1 Right to Encumber.**

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

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

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

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

to be performed and observed by Grantee. The time within which Lender must foreclose or acquire Grantee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

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

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

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

## ARTICLE 6. CONDEMNATION/FORCE MAJEURE

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

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

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

## ARTICLE 7. DEFAULT

Section 7.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises [REDACTED]  
[REDACTED]  
[REDACTED]; *provided, however,* that if Grantee fails to pay to Grantor, [REDACTED]  
[REDACTED] any damages awarded Grantor by a court of last resort with jurisdiction, then Grantor may, subject to Lenders' rights to additional time to cure set forth herein, terminate this Agreement.

Section 7.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee 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 Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

## ARTICLE 8. MISCELLANEOUS

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of

personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address as set forth on the Cover Page, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

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

Section 8.2 Hazardous Materials.

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

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

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein and Grantor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Grantor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Grantee under this Agreement, Grantor shall reasonably cooperate with Grantee, at no out-of-pocket cost to Grantor, to take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

Section 8.4 Quiet Enjoyment. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms

of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Agreement, and Grantor shall not interfere with any of Grantee's activities pursuant to this Agreement.

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

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

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

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement, together with any payment designation forms, constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth where the Premises is located.

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

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

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

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

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

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

Section 8.15 Cover Page. The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms therein shall apply to defined terms used herein.

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

**GRANTOR:**

Randall Burchard

Name: Randall Horace Burchard

Dated: Dec 26 - 2023

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

**GRANTEE:**

**MYSO, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Martin Hermann

Title: Manager

Dated: 01/11/2024 \_\_\_\_\_

By: \_\_\_\_\_

Name: Ron Kiecana

Title: Chief Development Officer

Dated: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

**Parcel 1:**

Tax ID No: 084.00.00.018.00

Part of the following described land:

Being Tract #1 (consisting of 10.72 acres), Tract #4 (consisting of 8.04), Tract #5 (consisting of 8.38 acres), and Tract #6 (consisting of 44.40 acres), as shown on the Property Survey Plat prepared by Dennis W. Looper, KY LLS #3437 dated October 23, 2016, recorded January 4, 2017, and of record in Plat Cabinet E, Slide 289, Graves County Court Clerk's Office.

Parcel contains 71.00 acres, more or less

Being part of the property conveyed to Randall Burchard by Deed Book 549, Page 444 of the Graves County Clerk's Office.

**Parcel 2:**

Tax ID No: 084.00.00.022.00

Being a part of a 42 acre tract, more or less, in the Northeast Quarter of Section 27 and the Northwest Quarter of Section 26, both in Township 5, Range 1 East, Graves County, Kentucky, and being a part of the 48 acre tract described in Deed Book 212, Page 493, and said tract being conveyed herein is more particularly described as follows: Beginning at a point in the north line of Section 27 (this being the northwest corner of the 2-acre tract described in Deed Book 291, Page 288), 1,030.10 feet, more or less, west of the northeast corner of Section 27, and running THENCE N 87 degrees W along the section line 1,007.66 feet, more or less, to the east right-of-way line of the railroad (formerly Illinois Central-Gulf); THENCE S 4 ½ degrees W with said right-of-way line 907.5 feet, more or less; THENCE S 87 degrees E, 1,518 feet, more or less, to a point in the south line of this property; THENCE N 907.5 feet, more or less to the point of beginning.

Parcel contains 21.25 acres, more or less

Being the same property conveyed to Randall Burchard by Deed Book 549, Page 444 of the Graves County Clerk's Office.

Parcel 3:

Tax ID No: 084.00.00.050.00

**Tract II:**

**PARCEL No. 1:**

BEING a 24.30 acre parcel of land as surveyed by Dennis W. Looper KY. L.C.S. #3437 of Purchase Area Surveying Inc., on 9/24/02 and being located on the south side of State Route 849 in the Boaz community of Graves County, Kentucky.

And more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the south right-of-way line of State Route 849 (right-of-way varies as per KY. D.O.T. Highway plans) and bearing South 80 degrees 30 minutes 45 seconds East for a distance of 551.80 feet from a P.K. nail set at the intersection of the centerline of State Route 849 and the centerline of the Canadian National-Illinois Central Railroad.

THENCE along the south right-of-way line of State Route 849 the following five (5) calls;

- (1) THENCE South 77 degrees 59 minutes 12 seconds East for a distance of 150.00 feet to a point;
- (2) THENCE South 12 degrees 00 minutes 48 seconds West for a distance of 10.00 feet to a point;
- (3) THENCE South 78 degrees 45 minutes 29 seconds East for a distance of 200.21 feet to a point;
- (4) THENCE North 10 degrees 49 minutes 14 seconds East for a distance of 10.00 feet to a point;
- (5) THENCE South 79 degrees 45 minutes 40 seconds East for a distance of 100.51 feet containing along the South right-of-way line of State Route 849 to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a

corner to the property herein described and the Northwest corner of the Teddy Dodson property as described as deed book 370, page 201;

THENCE South 05 degrees 15 minutes 28 seconds East for a distance of 210.00 feet along the west line of the previously mentioned Dodson property to a 1/2" dia. x 24" lng. steel pin and surveyor's cap #3437 set, said pin being a corner to the property herein described and the southwest corner of said Dodson property;

THENCE South 81 degrees 53 minutes 37 seconds East for a distance of 65.99 feet along the south line of the previously mentioned Dodson property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a point on the south line of said Dodson property and the northwest corner of the Robert Walker property as described in Deed Book 346, Page 38;

THENCE South 06 degrees 20 minutes 50 seconds east for a distance of 210.00 feet along the west line of the previously mentioned Walker property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described and the southwest corner of said Walker property;

THENCE South 81 degrees 59 minutes 35 seconds east for a distance of 245.56 feet along the south line of the previously mentioned Walker property to a 1/2" dia. x 24" steel pin and surveyors cap #3437 set, said pin being point a corner to the property herein described and the southeast corner of said Walker property;

THENCE North 06 degrees 20 minutes 50 seconds west for a distance of 157.49 feet along the east line of the previously mentioned Walker property to a 1/2"

dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described and a point on the south line of the Scott Thompson property as described in Deed Book 251, Page 664;

THENCE North 80 degrees 20 minutes 46 seconds east for a distance of 208.75 feet along the south line of the previously mentioned Thompson property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described and the southeast corner of said Thompson property and being the southwest corner of the Kenneth Spraggs property as described in Deed Book 384, Page 6;

THENCE North 79 degrees 09 minutes 13 seconds east for a distance of 155.00 feet along the south line of the previously mentioned Spraggs property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the northeast corner of the property herein described, the southeast corner of said Spraggs property, the southwest corner of the Joseph Yarr property as described in Deed Book 179, Page 559 and the northwest corner of the Mt. Pisgah Church property as described in Deed Book 191, Page 233;

THENCE South 05 degrees 15 minutes 15 seconds east for a distance of 310.83 feet along the west line of the previously mentioned Mt. Pisgah Church property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described and the southwest corner of the Mt. Pisgah Church property as described in Deed Book 191, Page 233;

THENCE North 85 degrees 17 minutes 44 seconds east for a distance of 121.42 feet along the south line off the previously mentioned Mt. Pisgah Church

property to an existing 1/2" dia. x 24" lng. steel pin and surveyors cap #2422 set, said pin being a corner to the property herein described and the northwest corner of the Timothy Mayes property described in Deed Book 397, Page 186;

THENCE South 37 degrees 48 minutes 20 seconds west for a distance of 385.58 feet along the west line of the previously mentioned Mayes property to an existing 4"x 4" wood post, said post being a corner to the property herein described and a common corner with the previously mentioned Mayes property;

THENCE South 05 degrees 58 minutes 25 seconds west for a distance of 232.08 feet along the west line of the previously mentioned Mayes property to an existing 6" dia. wood post, said wood post being the southeast corner of the property herein described and a common corner with the Mayes property as described in Deed Book 397, Page 186;

THENCE North 83 degrees 59 minutes 41 seconds West for a distance of 1069.33 feet generally along the remnants of a fence to an existing steel post, said post being the proposed southwest corner of the property herein described and the northwest corner of the Hugh David King property as described in Deed Book 291, Page 288;

THENCE North 10 degrees 03 minutes 28 seconds west for a distance of 933.88 feet along a severance line to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the south property line of the Rebecca Boulton property as described in Deed Book 386, Page 236;

THENCE South 83 degrees 32 minutes 20 seconds East for a distance of 18.35 feet to an 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described,

the southeast corner of the previously mentioned Boulton property and the southwest corner of the Aldon Rives property as described in Deed Book 238, Page 478;

THENCE South 77 degrees 06 minutes 35 seconds east for a distance of 173.98 feet along the south property line of the previously mentioned Rives property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being a corner to the property herein described and the southeast corner of said Rives property;

THENCE North 05 degrees 24 minutes 36 seconds east for a distance of 174.00 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PARCEL No. II: Being a 10.00 acre parcel of land as surveyed by Dennis W. Looper KY L.L.S. #3437 of Purchase Area Surveying Inc. on 9/24/2002 and being located on the south line of State Route 849 in the Boaz Community of Graves County, Kentucky.

And more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the south right-of-way line of State Route 849 (right-of-way varies as per KY D.O>T. Highway plans) and bearing South 58 degrees 25 minutes 24 seconds East for a distance of 53.88 feet from a P.K. nail set at the intersection of the centerline of State Route 849 and the centerline of the Canadian National-Illinois Central Railroad.

THENCE North 88 degrees 02 minutes 54 seconds East for a distance of 34.59 feet along the south right-

of-way line of State Route 849 to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set,

THENCE South 09 degrees 41 minutes 31 seconds West for a distance of 166.08 feet along a severance line to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set;

THENCE South 83 degrees 32 minutes 20 seconds East for a distance of 78.83 feet along a severance line to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the southwest corner of the Rebecca Boulton property as described in Deed Book 286, Page 236;

THENCE South 83 degrees 32 minutes 20 seconds East for a distance of 210.52 feet along the south line of the previously mentioned Boulton property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the northwest corner of the property herein described and a point on the south line of said Boulton property;

THENCE South 10 degrees 03 minutes 28 seconds East for a distance of 933.99 feet along a severance line to an existing steel fence post, said post being the proposed southeast corner of the property herein described the Northwest corner of the Hugh David King property as described in Deed Book 291, Page 288 and the northeast corner of the John Workman property as described in Deed Book 384, Page 803;

THENCE North 83 degrees 13 minutes 57 seconds west for a distance of 639.17 feet along the north line of the previously mentioned Workman property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the east right-of-way of the Canadian National-Illinois Central Railroad property, said pin being the proposed southwest corner of the

property herein described and the northwest corner of said Workman property;

THENCE North 09 degrees 41 minutes 31 seconds East for a distance of 1054.35 feet along the east right-of-way of the Canadian National-Illinois Central Railroad property to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Parcel No. III

Being a 00.28 acre parcel of land as surveyed by Dennis W. Looper KY P.L.S. #3437 of Purchase Area Surveying Inc. on 9/24/02 and being located on the South side of State Route 849 in the Boaz Community of Graves County, Kentucky.

And more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the South right-of-way line of State Route 849 (right-of-way varies as per KY D.O.T. highway plans) and bearing South 71 degrees 25 minutes 45 seconds East for a distance of 84.90 feet from a P.K. nail set at the intersection of the centerline of State Route 849 and the centerline of the Canadian National-Illinois Central Railroad;

Thence North 88 degrees 47 minutes 45 seconds East for a distance of 43.97 feet along the South right-of-way line of State Route 849 to a point;

Thence South 89 degrees 18 minutes 21 seconds East for a distance of 22.82 feet continuing along the South right-of-way line of State Route 849 to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the proposed Northeast corner of the property herein described and the

Northeast corner of the Rebecca Boulton property as described in Deed Book 386, Page 236;

Thence South 05 degrees 24 minutes 36 seconds West for a distance of 174.00 feet along the West line of the previously mentioned Boulton property to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the proposed Southeast corner of the property herein described and the Southwest corner of said Boulton property.

Thence North 83 degrees 32 minutes 20 seconds West for a distance of 78.83 feet along a severance line to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the proposed Southwest corner of the property herein described;

**Thence North 09 degrees 41 minutes 31 seconds East  
for a distance of 166.08 feet along a severance  
line to the point of beginning.**

Parcel contains 33.00 acres, more or less

Being the same property conveyed to Randall Burchard by Deed Book 549, Page 444 of the Graves  
County Clerk's Office.

**The Premises contains 125.25 acres, more or less**

**EXHIBIT A-1**

**ANTICIPATED LOCATION OF EASEMENT AREA**



**EXHIBIT B**  
**EASEMENT AREA**

*[To be provided]*

**EXHIBIT C**  
**MEMORANDUM**

**[Attached]**

**COVER PAGE TO ENERGY EASEMENT OPTION AGREEMENT**

<b>Grantor</b>	Revocable Trust of J.W. Goodwin, dated April 10, 2018 and Revocable Trust of Loranda J. Goodwin, dated April 10, 2018
<b>Grantee</b>	MYSO, LLC, a Delaware limited liability company
<b>Premises</b>	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> (“ <b>Premises</b> ”); provided, however, that upon completion of the initial development and construction of the Facilities, Grantee shall only have an easement over the Easement Area as provided herein.
<b>Option Term End Date</b>	[REDACTED]
<b>Easement Area Width</b>	Not to exceed fifty (50) feet upon completion of the initial development and construction of the Facilities.
<b>Option Payment</b>	[REDACTED]
<b>Easement Fee</b>	[REDACTED]
<b>Addresses for Notice</b>	<p><u>If to Grantor:</u>                  Revocable Trust of J.W. Goodwin, dated April 10, 2018 and                  Revocable Trust of Loranda J. Goodwin, dated April 10, 2018                  6970 Old Mayfield Road                  Paducah, KY 42003                  Email: _____</p> <p><u>If to Grantee:</u>                  BrightNight Power, LLC                  515 North Flagler Drive, Suite 250                  West Palm Beach, FL 33401                  Attn: Legal                  Email: legal@brightnightpower.com</p>

## Energy Easement Option Agreement

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Grantor and Grantee. Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

### RECITALS

- A. Grantor is the owner of the Premises.
- B. Grantee is exploring the possibility of developing, owning and operating an energy generation and/or storage facility (“**Project**”).
- C. Grantee desires to obtain certain easements, easement rights and other rights, and Grantor desires to grant certain easements and other rights, on the Premises for energy purposes.

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

### **ARTICLE 1. OPTION AND EASEMENT**

Section 1.1 Option. Grantor grants to Grantee an exclusive option (“**Option**”) to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on the Option Term End Date (“**Option Term**”).

(b) Use of Premises During Option Term. During the Option Term, Grantee and its employees, agents and contractors shall have a non-exclusive right to enter the Premises and the right of ingress and egress over and across the Premises for the purposes of (i) surveying the Premises and (ii) performing such test and studies on, over, under, and across the Premises as Grantee may desire in connection with the Option, including without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil testing, provided that such activities do not unreasonably interfere with Grantor’s use of the Premises. During the Option Term, Grantee shall use reasonable efforts to notify Grantor at least twenty-four (24) hours prior to entering onto the Premises, and such notice may be provided verbally (*e.g.*, phone call) or in writing (*e.g.*, email, text message, letter). Any crop damage on or to the Premises caused by Grantee’s use of the Premises during the Option Term will be paid in accordance with Section 4.2, below. Grantor has also informed Grantee that Grantor has previously installed drainage field tile on the Premises. If during the Option Term, Grantee’s investigation of the Premises damages or otherwise requires such field tile to be repaired, replaced, relocated, or moved, Grantee shall bear the cost of doing so. Grantor has GPS coordinates for the location of such field tile and will provide them to Grantee upon request.

(c) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor (“**Option Notice**”) at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

Section 1.2 Energy Easement.

(a) Upon Grantee's exercise of the Option and subject to the other provisions of this Agreement, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under, above and across a portion of the Premises ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission or collection of electrical energy and/or for communication purposes (hereinafter, "**Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Energy Easement**", which Energy Easement, for avoidance of doubt, includes the surface of the given area as well as the airspace directly above such area), such that Grantee shall have the right and easement to install its Facilities and other related facilities within the Easement Area with a portion of said Facilities overhanging above the airspace outside of the Easement Area (such portion being the "**Overhang Facilities**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees. During the Option Term and initial construction of the Facilities, the Easement Area shall be: (i) a strip of land on the Premises not to exceed one hundred (100) feet wide; and, (ii) an area extending up to three hundred seventy-five (375) feet from the centerline of the final 50-foot Easement Area Width set forth on the Cover Page, for three (3) "pull sites" for the installation of wires and cables ("**Initial Construction Area**"). The anticipated area and location of the Easement Area is shown as the red line drawn on Exhibit A-1. Following the completion of the initial construction of the Facilities, the Easement Area shall not exceed fifty (50) feet, which is the Easement Area Width set forth on the Cover Page; *provided, however*, in the event Grantee requires access for the purposes of reconstructing, improving, relacing, relocating and maintaining the Facilities ("**Maintenance Activities**"), Grantee shall, upon advanced notice to Grantor (not to be unreasonably withheld, conditioned or delayed) have the right to use the Initial Construction Area for Grantee's Maintenance Activities. Any crop damage on or to the Premises caused by Grantee's use of the Premises during any Maintenance Activities will be paid in accordance with Section 4.2 herein. Grantee acknowledges that Grantor has informed Grantee of the existing drainage field tile on the Premises. If, during any Maintenance Activities, Grantee's use of the Premises damages or otherwise requires such field tile to be repaired, replaced or relocated, Grantee shall bear the sole cost and expense of such repair, replacement or relocation.

(i) During the Option Term or the initial development and construction of the Facilities, Grantee shall not be permitted to change, alter, amend, or otherwise relocate the Easement Area, regardless of whether such change is a minor or major change, without first notifying, in writing, Grantor of Grantee's desire to do so. In such event and in conjunction with the written notice, Grantee shall provide Grantor an updated map showing the proposed location of the amended Easement Area. Upon receipt of such notice, Grantor shall have fifteen (15) days to review the amended Easement Area. On or before the end of fifteen (15) days, Grantor shall approve Grantee's proposed amended Easement Area or otherwise propose additional changes, alterations, amendments, or locations for the amended Easement Area. In any event, Grantor shall not unreasonably withhold its approval for minor changes, alterations, amendments, or relocations of the Easement Area but shall have the right, in its sole discretion, to reject major changes, alternations, amendments, or relocations of the Easement Area requested by Grantee solely for Grantee's convenience and not arising from cultural, environmental, or geological conditions within the Easement Area.

(ii) Once construction of the Facilities is completed, Grantee's easement shall only be for and pertain to the Easement Area and in no event shall Grantee be permitted to change, alter, amend, or otherwise relocate the Easement Area to any other portion of the Premises unless agreed upon by the Parties in advance of any proposed change, alteration, amendment, or relocation.

(iii) Notwithstanding any other provision of this Agreement to the contrary, Grantee shall not be permitted to install guy wires as part of or in support of the Facilities, even if such guy wires were to be located within the Easement Area, and in no event shall Grantee be permitted to install any of the Facilities or supporting structures outside of the Easement Area and otherwise on some other portion of the Premises outside of the Easement Area.

(b) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on a strip of land one hundred and fifty (150) feet wide (the anticipated area and location of the Easement Area is shown as the red line drawn on Exhibit A-1) for ingress to and egress from the Easement Area and Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Upon completion of Grantee's construction activities, any roads constructed by Grantee for the purposes of accessing (ingress to and egress from), repairing, or monitoring the Facilities shall be within the fifty (50) feet Easement Area Width as stated on the Cover Page.

(c) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive right, privilege and temporary easement over and across the approximate area of the blue box drawn on Exhibit A-1, for access to and for staging areas for assembly of equipment, control buildings, laydown areas, pull areas, parking areas, crane pads, fences, roads and related structures and facilities ("**Temporary Construction Easement**"). A legal description of the Temporary Construction Easement area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Temporary Construction Easement area. The Temporary Construction Easement includes, but is not limited to, the right and privilege by Grantee to access the Easement Area with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct the Project. Following the completion of all construction activities described above, Grantee shall reasonably restore the property disturbed by the construction activities within the Temporary Construction Easement, including reseeded and stabilizing such areas. In no event may any use of the Temporary Construction Easement by Grantee and its employees, agents, contractors, successors and assigns thereof violate any applicable law, rule or regulation relating to the Premises. The Temporary Construction Easement shall terminate, and the area covered by such area shall revert to Grantor upon Grantee's completion of the construction activities described above.

(d) Grantee shall make good faith efforts to consult with Grantor on the site development plan prior to finalizing the location of the Easement Area, and consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that are reasonable and do not negatively impact the Project. The anticipated location of the Easement Area

is depicted on the attached Exhibit A-1. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall use commercially reasonable efforts to minimize interference with Grantor's farming operations and to locate the Easement Area along existing roads. Grantee shall compensate Grantor for crop damage occurring during construction of the Facilities, as set forth in Section 4.2.

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

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

(g) Grantor has also informed Grantee that Grantor has previously installed drainage field tile on the Premises. If during the Option Term, Extended Term, any Renewal Term or at any time during the construction or maintenance of the Facilities following exercise of the Option, Grantee's investigation of the Premises damages or otherwise requires such field tile to be repaired, replaced, relocated, or moved (even within the Easement Area Width), Grantee shall bear the cost of doing so. Grantor has GPS coordinates for the location of such field tile and will provide them to Grantee upon request.

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

## **ARTICLE 2. TERMINATION**

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

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

(d) The reversion of the Easement Area to Grantor as set forth in other portions of this Agreement.

**ARTICLE 3. PAYMENTS**

Section 3.1 Option Payment. On the date of Grantor’s full and complete execution of this Agreement, Grantee shall pay Grantor the Option Payment as set forth on the cover page. The Option Payment shall be made by Grantee to Grantor by wire transfer to the account provided by Grantor to Grantee on the date of Grantor’s full and complete execution of this Agreement. The Option Payment is and shall be non-refundable to Grantee. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Fee. As consideration for granting the Energy Easement, Grantee shall pay Grantor the Easement Fee as set forth on the Cover Page.

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

**ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE**

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

Section 4.2 Crop Damages.

(a) Grantee shall pay Grantor crop damages [REDACTED]

[REDACTED] (“**Crop Damages**”).

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Grantor Records. Promptly after construction activities on the Premises, Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Grantor.

[REDACTED] For purposes of the foregoing, "Grantor's Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee's sole cost and expense.

Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee's activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of [REDACTED] per occurrence and [REDACTED] annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of [REDACTED] per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

## **ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT**

### Section 5.1 Right to Encumber.

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

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

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

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

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

upon Lender's cure of any existing Grantee defaults and assumption of the obligations of Grantee under this Agreement prospectively.

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

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

(a) Co-Easements. In addition to and separate from the right of assignment set forth in Section 5.2, above, Grantee shall have the limited right, without need for Grantor's consent or approval, to grant certain co-easements to one or more third parties within the Easement Area. Any co-easements granted pursuant to this provision must directly relate to the construction, use, operation, or maintenance of the Facilities and/or the Project. For avoidance of doubt, Grantee shall not and has no right to grant co-easements for unrelated purposes, for revenue generating activities unrelated to the Facilities and/or the Project, or the convenience of utilities or other third parties unrelated to the Facilities and/or the Project.

## **ARTICLE 6. CONDEMNATION/FORCE MAJEURE**

Section 6.1 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or

adversely affect Grantee's construction, installation or operation of Facilities on the Easement Area, the Parties shall either amend this Agreement to reflect any necessary relocation of the Facilities which will preserve the value and benefit of the Agreement to Grantee, together with any corresponding payments, or, at Grantee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Grantee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

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

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

## ARTICLE 7. DEFAULT

Section 7.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises [REDACTED]

[REDACTED] *provided,*  
*however,* that if Grantee fails to pay to Grantor, [REDACTED]  
 [REDACTED] any damages awarded Grantor by a court of last resort with jurisdiction, then Grantor may, subject to Lenders' rights to additional time to cure set forth herein, terminate this Agreement.

Section 7.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee 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 Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

## ARTICLE 8. MISCELLANEOUS

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address as set forth on the Cover Page, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed to those physical addresses below (or at such other address as

either Party may designate upon written notice to the other Party in the manner provided in this paragraph).

Section 8.2 Hazardous Materials.

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

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

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein and Grantor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Grantor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Grantee under this Agreement, Grantor shall reasonably cooperate with Grantee, at no out-of-pocket cost to Grantor, to take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

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

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

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

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

(a) Reversion of Easement and Removal of Structures. Notwithstanding any other provision of this Agreement, the easement granted by Grantor and received by Grantee shall revert to Grantor upon the occurrence of any of the following circumstances: (i) Grantee has removed all structures and components and/or Facilities within the Easement Area for a period of at least twelve (12) months; (ii) Grantee has voluntarily abandoned the easement; (iii) Grantee's Mayfield Solar Project has completed its life cycle and has not generated electricity for at least twelve (12) months; or (iv) Grantor and Grantee have entered into an express written release and/or reversionary agreement for the easement.

(b) Upon the occurrence of any of the foregoing, Grantee shall remove all of the Facilities and any other structures or components installed on the Premises or within the Easement Area and shall restore the Premises and Easement Area to their as close to the conditions reasonably resembling as close to conditions reasonably resembling as to those existing at the time of the Grantee's exercise of its option, to the extent reasonably possible. As an alternative to removal and restoration, Grantor and Grantee may enter into a separate written agreement whereby Grantor waive the removal of some or all of the Facilities and any supporting structures or components.

(c) Upon reversion of the easement to Grantor, Grantee shall have no additional rights with respect to the use, ownership, or occupation of the easement, and neither Grantor or Grantee shall owe any other or additional duties or obligations to the other party.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement, together with any payment designation forms, constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth where the Premises is located.

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

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

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

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

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising

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

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

Section 8.15 Times and Dates. A “business day” shall mean any date that is not a Saturday, Sunday or legal holiday under the laws of the United States or a day upon which banks or similar financial institutions are generally closed. If any such date set forth in this Agreement for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will automatically be extended to the next succeeding business day.

Section 8.16 Cover Page. The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms therein shall apply to defined terms used herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**GRANTOR:**

**REVOCABLE TRUST OF J.W.  
GOODWIN, DATED APRIL 10, 2018**

By: J. W. Goodwin  
Name: J. W. Goodwin  
Title: Trustee

Dated: 8-11-25

**REVOCABLE TRUST OF LORANDA J.  
GOODWIN, DATED APRIL 10, 2018**

By: Loranda J. Goodwin  
Name: Loranda J. Goodwin  
Title: Trustee

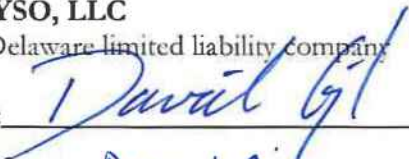
Dated: 8-11-25

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

**GRANTEE:**

**MYSO, LLC**

a Delaware limited liability company

By: 

Name: David Gil

Title: Authorized Representative

Dated: 8/26/2025

**EXHIBIT A****DESCRIPTION OF PREMISES****Parcel 1:**

Tax ID No: 083.00.00.047.00

The following described real estate situated in Graves County, Kentucky, being more particularly described as follows:

**Being 55.5 acres, more or less, subject to all legal highways and described as follows: Beginning at a point on the east line of the southeast quarter of Section 16 T 5 R 1 East, at the southeast corner of the tract; thence with the section line north 4 degrees west 2579 feet to a stake; thence south 81 degrees west 1665 feet to the middle of Mayfield Creek Drainage Ditch at the south ditch at the southeast corner of Tract 3; thence with the middle line of said ditch south 35 degrees east 2847 feet to the southwest corner of the tract; thence north 86 degrees 13 minutes east 213 feet to the beginning and containing 55.5 acres more or less.**

Being the real estate conveyed to the Revocable Trust of J.W. Goodwin and the Revocable Trust of Loranda J. Goodwin by Deed dated April 10, 2018, at Deed Book 516 Page 63, filed in the County Clerk's Office of Graves County, Kentucky.

Parcel contains 55.50 acres, more or less

**Parcel 2:**

Tax ID No: 083.00.00.046.01

The following described real estate situated in Graves County, Kentucky, being more particularly described as follows:

**Tract I:**

**Being lot number 3 in the division of the lands of J.J. McNeill, deceased and described as being a part of the Southwest Quarter of Section 15, Township 5, Range 1 East beginning at a hickory and gum; thence north 87 degrees East 106 poles to a hickory and gum; thence north 6-1/2 degrees West 32-1/2 poles, white oak; thence south 87 degrees West 161 poles, sweet gum and black gum 6-1/2 degrees East 32-1/2 poles, dogwood, white oak, elm and spanish oak to the beginning corner, containing 32-1/2 acres.**

Also, lot number 4 in the same division and described as beginning at a sweet gum and black gum; thence north 87 degrees East 161 poles to a white oak; thence north 6-1/2 degrees West 32-1/2 poles, two black gums and hickory; thence south 87 degrees West 161 poles to black gum and white oak; thence south 6-1/2 degrees East 32-1/2 poles to sweet gum and black gum, the beginning corner, containing 32-1/2 acres.

Also 19 acres of land more or less, in the Northeast corner of the Southeast Quarter of Section 15 Township 5 Range 1 East and described and beginning at the railroad crossing where it crosses the land of John McNeill; thence south with the railroad to the B.A. Johnson land; thence east with Johnson's fence 80 poles; thence north to the line of J.H. McNeill; thence west to the beginning.

**TO BE EXCEPTED AND NOT CONVEYED:**

Being 8.17 acres out of the southeast quarter of section 15 township 5 range 1 east in Graves County, Kentucky, and being a part of the 19 acre tract described in Deed Book 248, Page 208, and said 8.17 acres is more particularly described as follows: Beginning at the intersection of the center of the Boaz-Leeder Road with the north line of said quarter (railroad rail pointer located South 88 degrees 39 minutes 09 seconds West 68.65 feet along quarter section line from said intersection point), and running thence South 23 degrees 11 minutes 30 seconds East along the center of said road 369.75 feet; thence South 16 degrees 30 minutes 00 seconds East along the center of said road 409.40 feet; thence South 59 degrees 43 minutes 29 seconds West leaving said road 657.19 feet to the easterly right of way line of the Illinois Gulf Central Railroad (concrete post about 1 foot square located North 59 degrees 43 minutes 29 seconds East 7 feet from this point); thence Northerly along the 2.0245 degree curvature to the right of said right of way line an arc distance of 681.37 feet to a point (the chord bearing North 6 degrees 20 minutes 48 seconds East 679.74 feet); thence Northerly along the 1.9458 degree curvature to the right of said right of way line an arc distance of 403.48 feet to the quarter section line (the chord bearing North 17 degrees 00 minutes 56 seconds East 403.17 feet); thence North 88 degrees 39 minutes 09 seconds East along the quarter sectionline 112.58 feet to the point of beginning and containing 8.17 acres.

Also being bounded as follows:

On the North by: Goodwin (Tax ID No 083.00.00.046.00) and McNeil (Tax ID No 083.00.00.045.00)

On the East by: Railroad

On the South by: Christina Thurston (Tax ID Nos. 083.00.00.048.00 and 083.00.00.049.00)

On the West by: Parcel No. Goodwin (Tax ID No 083.00.00.047.00)

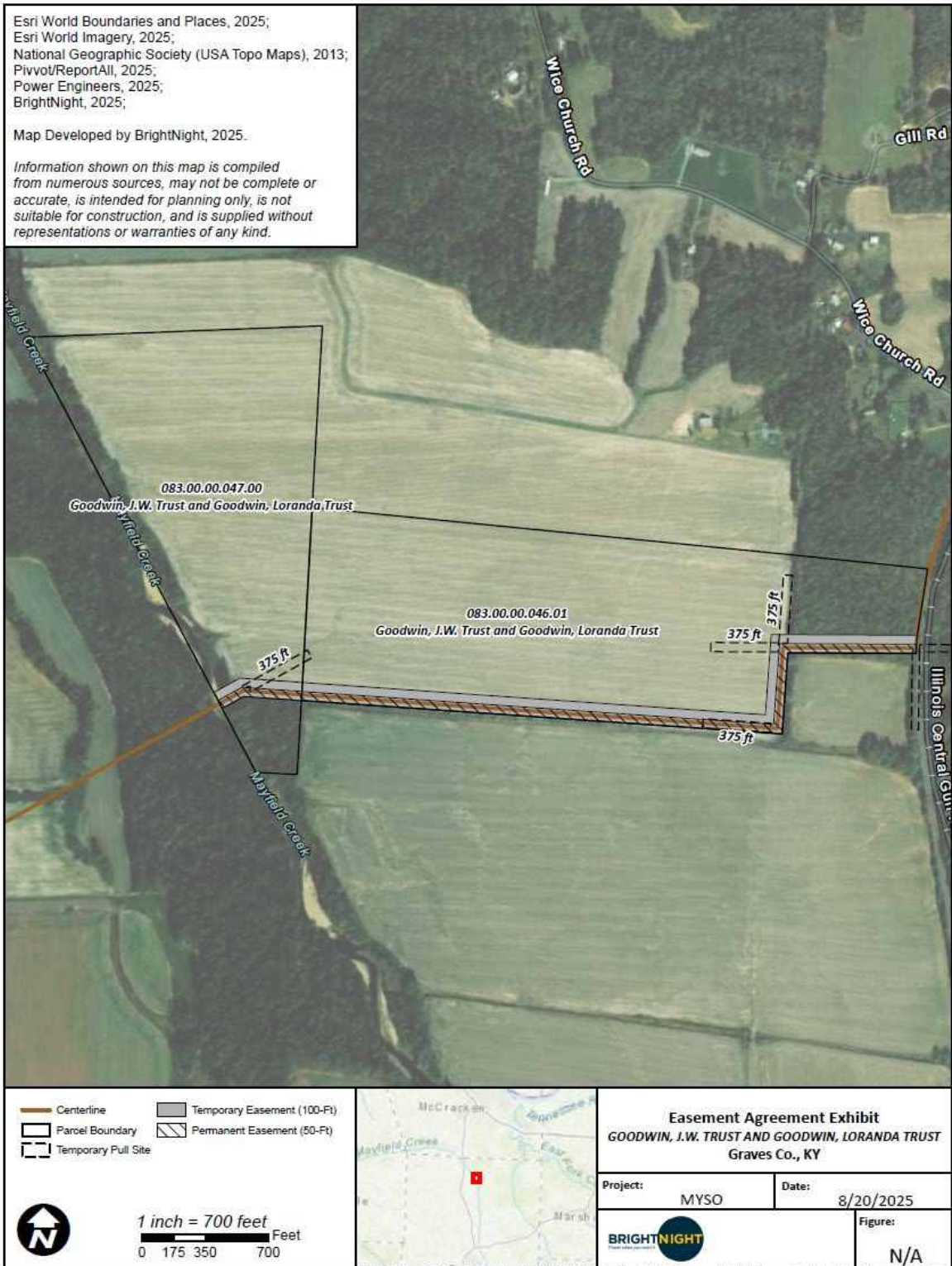
Being the real estate conveyed to the Revocable Trust of J.W. Goodwin and the Revocable Trust of Loranda J. Goodwin by Deed dated April 10, 2018, at Deed Book 516 Page 69, filed in the County Clerk's Office of Graves County, Kentucky.

Parcel contains 75.83 acres, more or less

**The Premises contains 131.33 acres, more or less**

**EXHIBIT A-1**

**ANTICIPATED LOCATION OF EASEMENT AREA**



**EXHIBIT B**  
**EASEMENT AREA**

*[To be provided]*

**EXHIBIT C**  
**MEMORANDUM**  
**[Attached]**

COVER PAGE TO ENERGY EASEMENT OPTION AGREEMENT

<b>Grantor</b>	Revocable Trust of James Boyd Wheeler, dated December 4, 2018
<b>Grantee</b>	MYSO, LLC, a Delaware limited liability company
<b>Premises</b>	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> ("Premises")
<b>Option Term End Date</b>	[REDACTED]
<b>Easement Area Width</b>	Not to exceed one hundred (100) feet, with the Easement Area (as herein defined) to be located adjacent to the existing railroad right-of way and as shown in the attached Exhibit A-1.
<b>Option Payment</b>	[REDACTED]
<b>Execution Payment</b>	[REDACTED]
<b>Easement Fee</b>	[REDACTED]

	<div style="background-color: black; width: 100%; height: 100%; min-height: 40px;"></div>
<b>Addresses for Notice</b>	<p><u>If to Grantor:</u>  James Boyd Wheeler  128 Hicks Road  Nashville, TN 37221  Email: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p><u>If to Grantee:</u>  BrightNight, LLC  515 North Flagler Drive, Suite P-200  West Palm Beach, FL 33401</p> <p>Attn: Legal  Email: legal@brightnightpower.com</p>

**Energy Easement Option Agreement**

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Grantor and Grantee. Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

**RECITALS**

- A. Grantor is the owner of the Premises.
- B. Grantee is exploring the possibility of developing, owning and operating a solar energy generation and/or storage facility (“**Project**”).
- C. Grantee desires to obtain certain easements, easement rights and other rights, and Grantor desires to grant certain easements and other rights, on the Premises for solar energy purposes. The intent of this Agreement is for Grantor to grant to Grantee, an overhead transmission route within a one hundred foot (100’) wide corridor adjacent to the existing railroad right of way for the purpose of electrical power transfer and production for the Project (“**Intended Use**”). Any use not within the scope of the Intended Use is prohibited and must be negotiated between Grantor and Grantee separate from this Agreement.

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

## ARTICLE 1. OPTION AND EASEMENT

Section 1.1 Option. Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on the Option Term End Date ("**Option Term**").

(b) Use of Premises During Option Term. During the Option Term, Grantee and its employees, agents and contractors shall have a non-exclusive right to enter the Premises and the right of ingress and egress over and across the Premises for the purposes of (i) surveying the Premises and (ii) performing such test and studies on, over, under, and across the Premises as Grantee may desire in connection with the Option, including without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil testing, provided that such activities do not unreasonably interfere with Grantor's use of the Premises.

(c) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

### Section 1.2 Energy Easement.

(a) Upon Grantee's exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable, perpetual right and easement on, along, over, under and across a portion of the Premises ("**Easement Area**") for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended therefrom for the transmission or collection of electrical energy and/or for communication purposes, excluding any guy wires or other cables used to support any towers or poles or other structures (hereinafter, "**Facilities**") and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area ("**Energy Easement**"). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees. Following the completion of the initial construction of the Facilities, the Easement Area shall not exceed the Easement Area Width.

(b) Upon Grantee's exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises inside the Easement Area for ingress to and egress from the Easement Area and Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time ("**Access Easement**") (the Energy Easement and Access Easement are collectively, the "**Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor's operations on the Premises.

(c) Grantee shall make good faith efforts to consult with Grantor on the site development plan prior to finalizing the location of the Easement Area, and consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee's sole discretion, are reasonable and do not negatively impact the Project. The anticipated location of the Easement Area is depicted on the attached Exhibit A-1. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall use commercially reasonable efforts to minimize interference with Grantor's farming operations and to locate the Easement Area along existing roads. Grantee shall compensate Grantor for crop damage occurring during construction of the Facilities, as set forth in Section 4.2.

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

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

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

## ARTICLE 2. TERMINATION

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

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

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

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

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

**ARTICLE 3. PAYMENTS**

Section 3.1 Option Payment. Within thirty (30) calendar days after the Effective Date, Grantee shall pay Grantor the Option Payment as set forth on the Cover Page. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon thirty (30) days' written notice to Grantor.

Section 3.2 Execution Payment. Within twelve (12) months after the Effective Date, Grantee shall pay Grantor the Execution Payment as set forth on the Cover Page.

Section 3.3 Easement Payment. As consideration for granting the Energy Easement, Grantee shall pay Grantor the Easement Fee as set forth on the Cover Page.

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

**ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE**

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

Section 4.2 Crop Damages.

(a) Grantee shall pay Grantor crop damages [REDACTED]

[REDACTED] ("**Crop Damages**"). [REDACTED]

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Grantor Records. Promptly after construction activities on the Premises, Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Grantor. [REDACTED]

[REDACTED] For purposes of the foregoing, "Grantor's Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee's sole cost and expense. [REDACTED]

#### Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee's activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of [REDACTED] per occurrence and [REDACTED] annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of [REDACTED] per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

## ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

### Section 5.1 Right to Encumber.

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

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

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

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

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

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Grantor agrees, upon request by any Lender within sixty (60)

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

Section 5.2 Assignment. Grantee may not assign its rights under this Agreement without the prior written consent (not to be unreasonably withheld or delayed) of Grantor, except in the event of an assignment to (a) an affiliate or subsidiary of Grantee or a party that is otherwise under common control with Grantee, (b) an affiliate or subsidiary or otherwise under common control with a publicly-traded company, or (c) an assignee of good reputation and with sufficient financial worth considering the nature and extent of the obligations under this Agreement. Grantee and any successor or assign of Grantee shall at all times have the right, , to sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Grantee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Grantee in the Easement Area or in any or all of the Facilities that Grantee or any other party may now or hereafter install on the Easement Area provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Grantee; and (iii) Grantee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Grantee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Grantee shall have no continuing liability. Prior to any assignment or transfer of any or all of Grantee's interests hereunder, Grantee shall provide notice of such assignment or transfer to Grantor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

## ARTICLE 6. CONDEMNATION/FORCE MAJEURE

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

Section 6.2 Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of Grantor, except that Grantee shall be entitled to any award

or amount paid for the reasonable costs of removing or relocating any of the Facilities or the loss of any such Facilities or the use of the Easement Area pursuant to the Agreement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

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

## ARTICLE 7. DEFAULT

Section 7.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises [REDACTED] [REDACTED] [REDACTED] provided, however, that if Grantee fails to pay to Grantor, [REDACTED] any damages awarded Grantor by a court of last resort with jurisdiction, then Grantor may, subject to Lenders' rights to additional time to cure set forth herein, terminate this Agreement.

Section 7.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee 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 Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

## ARTICLE 8. MISCELLANEOUS

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address as set forth on the Cover Page, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

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

Section 8.2 Hazardous Materials.

(a) Grantee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Grantee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal,

commonwealth or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Grantor and is in full compliance with all applicable laws. Grantee shall consult with Grantor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

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

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein and Grantor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Grantor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Grantee under this Agreement, Grantor shall reasonably cooperate with Grantee, at no out-of-pocket cost to Grantor, to take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

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

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

with Grantee to obtain and maintain any permits needed for the Facilities. Grantor hereby waives any and all setback requirements allowed by law.

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

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

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth where the Premises is located.

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

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

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

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

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

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

Section 8.15 Special Provisions. The terms of the special provisions addendum attached hereto as Exhibit D (“**Addendum**”) are incorporated into this Agreement. In the event of any conflict between the Agreement and the Addendum, the terms of the Addendum shall prevail.

Section 8.16 Cover Page. The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms therein shall apply to the defined terms used herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**GRANTOR:**

**Revocable Trust of James Boyd Wheeler,  
dated December 4, 2018**

By: James Boyd Wheeler

Name: James Boyd Wheeler

Title: Trustee

Dated: 8/24/23

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

**GRANTEE:**

**MYSO, LLC**

a Delaware limited liability company

By:  \_\_\_\_\_

Name: Martin Hermann

Title: Manager

Dated: 9/6/2023 \_\_\_\_\_

By: \_\_\_\_\_

Name: Ron Kiecana

Title: Chief Development Officer

Dated: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PREMISES

#### Parcel 1:

Tax ID No: 099.00.00.048.01

Being a 66.547 acre parcel of land as surveyed by Dennis W. Looper, KY. L.L.S. #3437 of Purchase Area Surveying, Inc., on January 6, 2005, and being located on the south side of Old Clay Pit Road, and lies in the approximately 3.1 miles north of the Boaz Community of Graves County, Kentucky.

And more particularly described as beginning at a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set. Said pin lies in the south right of way line of Old Clay Pit Road (30.00' right of way), and being the northeast corner of Tract #1, and being the northwest corner of the property herein described. Said pin lies on a bearing of South 80 deg. 17 min. 44 sec. East a distance of 515.85 feet from the centerline of said Old Clay Pit Road and a 24" culvert;

Thence: Along the south right of way line of said Old Clay Pit Road for the following five (5) calls:

- (1) South 86 deg. 17 min. 57 sec. East a distance of 130.00 feet to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set.
- (2) South 86 deg. 15 min. 37 sec. East a distance of 245.32 feet to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set.
- (3) South 88 deg. 01 min. 29 sec. East a distance of 203.07 feet to a point.
- (4) South 85 deg. 53 min. 00 sec. East a distance of 194.67 feet to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set.
- (5) South 84 deg. 08 min. 36 sec. East a distance of 70.41 feet to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set. Said pin lies in the west right of way of the Illinois Central Railroad (100.00' right of way), and being the northeast corner of the property herein described.

Thence: Along a curve to the left in said Illinois Central Railroad right of way. Said curve having a radius of 583.90 feet, an arc length of 338.28 feet, and a chord of South 10 deg. 26 min. 59 sec. West a distance of 338.23 feet to a point.

Thence: South 08 deg. 23 min. 33 sec. West a distance of 2349.28 feet along the west right of way line of the Illinois Central Railroad to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set. Said point being the northeast corner of a tract belonging to Solon Smith (Deed Book 181, page 535), and being the southeast corner of the tract herein described.

Thence: North 84 deg. 57 min. 25 sec. West a distance of 366.55 feet, along the north line of said Smith tract (being a fence) to a point.

Thence: North 86 deg. 23 min. 41 sec. West a distance of 602.58 feet, along the north line of said Smith tract (being a fence) to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set.

Said pin being the northwest corner of said Smith tract, and lies in the east line of a tract belonging to Francis Stone (Deed Book 308, page 111), and being the southwest corner of the tract herein described.

Thence: North 01 deg. 51 min. 00 sec. East a distance of 709.18 feet, along the east line of said Stone tract (being a fence) to a point;

Thence: North 01 deg. 21 min. 50 sec. East a distance of 885.00 feet, along the east line of said Stone tract (being a fence) to a point;

Thence: North 01 deg. 16 min. 15 sec. East a distance of 799.76 feet, along the east line of said Stone tract (being a fence) to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set. Said pin being the southwest corner of Tract #1.

Thence: South 88 deg. 43 min. 45 sec. East a distance of 411.87 feet, along the south line of said Tract #1 to a 1/2" dia. x 24" steel pin and surveyor's cap #3437 set. Said pin being the southeast corner of Tract #1.

Thence: North 12 deg. 17 min. 27 sec. East a distance of 261.19 feet, along the east line of said Tract #1 to the point of beginning.

Being the same property conveyed to the Revocable Trust of James Boyd Wheeler, dated December 4, 2018 by Deed Book 520, Page 511 and Deed Book 539, Page 751.

Parcel contains 66.547 acres, more or less

**Parcel 2:**

Tax ID No: 099.00.00.093.00.

Being 145 acres of land, more or less, and being all of the 220 acres tract of land in the Northwest and Southwest Quarters of Section 2 T 5 R 1 E and the Northwest Quarter of Section 11 and a small portion of the Northeast Quarter of Section 10 T 5 R 1 E that lies North of the public road and East of the railroad, which 145 acres, more or less, is described as beginning on the north side of the public road at the southeast corner of the Southwest Quarter of Section 2: thence North 4 degrees 30 minutes West along the Quarter Section Line 219 poles to a stake at the Southeast corner of the V.E. Allen land, known as the Foth Land; thence South 84 – 1/2 degrees West 34 – 1/2 poles to a stake on the East line of the railroad; thence in a Southwest (prior deeds by error show this call as being in a Northwest direction) direction with the railroad line to the aforesaid public road; thence East with the North line of the public road to the beginning.

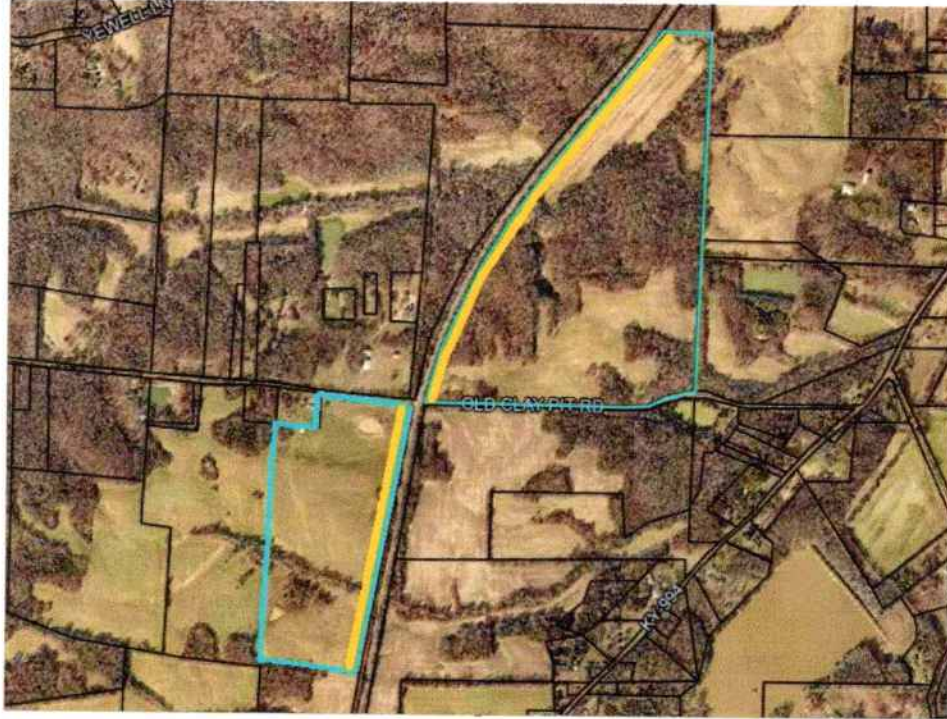
Being the same property conveyed to the Revocable Trust of James Boyd Wheeler, dated December 4, 2018 by Deed Book 520, Page 517 and Deed Book 539, Page 751.

Parcel contains 145.00 acres, more or less

**The Premises contains 211.547 acres, more or less**

EXHIBIT A-1

LOCATION OF EASEMENT AREA



## EXHIBIT D

### Special Provisions Addendum

- A. This is an addendum (“**Addendum**”) to that certain Option and Land Lease (“**Agreement**”) between Revocable Trust of James Boyd Wheeler, dated December 4, 2018 and MYSO, LLC.
- B. Any capitalized terms set forth in this Addendum and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.
- D. **Vegetative Maintenance and Fencing.** If Grantee exercises its option and decides, in its sole discretion, to place any Facilities on the Premises, Grantee agrees to exercise commercially reasonable efforts to remove all vegetation and reseed the area under and around the Facilities. Grantee agrees to exercise commercially reasonable efforts to install a temporary or permanent fence around the Facilities and any related area with ongoing construction activities during Grantee’s construction of its Facilities in the Easement Area, at Grantee’s sole cost and expense. If Grantee elects to install a temporary fence around the Facilities and any related area with ongoing construction activities, Grantee will remove such temporary fence within thirty (30) days after Grantee’s completion of its construction activities. In the event any of Grantee’s construction activities cause damage to any existing fencing located on the Premises, Grantee agrees to exercise commercially reasonable efforts to repair or replace such fence with a “like kind” fence at Grantee’s sole cost and expense. Notwithstanding anything in this section to the contrary, Grantee shall be under no obligation to repair or replace any existing fence if damaged as a result of (i) negligent or intentional wrongful acts of a third party, or (ii) any action or inaction of Grantor or their invitees. In the event Grantor reasonably requires access to the Facilities during Grantee’s construction activities, Grantor will provide reasonable notice to Grantee, at a minimum of five (5) business days in advance, which access will not be unreasonably withheld by Grantee if such access does not (a) interfere with Grantee’s activities on the Easement Area, (b) create a risk of bodily harm or other safety hazard to either Party or any of their agents and (c) reasonably require the Grantee to incur any expense or financial cost. ANY ACCESS BY GRANTOR OF THE EASEMENT AREA DURING GRANTEE’S CONSTRUCTION ACTIVITIES SHALL BE AT GRANTOR’S OWN RISK AND CONSTITUTES A VOLUNTARY ACTION OF GRANTOR, AND THE GRANTOR AGREES AND UNDERSTANDS THAT **GRANTEE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR OCCURRING DURING GRANTOR’S ACCESS OF THE EASEMENT AREA DURING THE CONSTRUCTION ACTIVITIES.**
- E. **Marketable Timber.** In the event Grantee removes any timber on the Easement Area in accordance with Section 1.2(d) that is determined to be marketable based on objective timber market standards (“**Marketable Timber**”), and such Marketable Timber is sold to any third parties, Grantor shall solely and exclusively be entitled to the proceeds and Grantee shall not

share in such proceeds , provided that nothing in this Section shall require Grantee to participate in any sales of Marketable Timber.

- F. **Most Favored Nation.** If, within two (2) years of the Effective Date, Grantee agrees to pay and delivers an option payment substantially similar to that described in Section 3.1 of this Agreement under an easement option agreement for a similar purpose to this Agreement with respect to another property owned by a third party in Graves County which contains substantially similar terms to the terms of this Agreement and such option payment exceeds the Option Payment paid to Grantor (as determined by the amount paid by Grantee per acre), then Grantee shall offer such higher rate to Grantor. If Grantor accepts such increased rate in writing, such increased Option Payment shall be effective as of the date of Grantor's acceptance and shall be paid to Grantor within forty-five (45) days after the date of Grantor's acceptance..

Agreed and acknowledged:

**GRANTOR:**

Revocable Trust of James Boyd Wheeler,  
dated December 4, 2018

By: \_\_\_\_\_

Name: James Boyd Wheeler

Title: Trustee

Dated: \_\_\_\_\_

8/24/23

**GRANTEE:**

**MYSO, LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Name: Martin Hermann

Title: Manager

By: \_\_\_\_\_

Name: Ron Kiecana

Title: Chief Development Officer

**COVER PAGE TO ENERGY EASEMENT OPTION AGREEMENT**

<b>Grantor</b>	Kathy R. Wurth, single
<b>Grantee</b>	MYSO, LLC, a Delaware limited liability company
<b>Premises</b>	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> (“Premises”).
<b>Option Term End Date</b>	[REDACTED]
<b>Easement Area Width</b>	Not to exceed fifty (50) feet upon completion of the initial development and construction of the Facilities.
<b>Option Payment</b>	[REDACTED]
<b>Easement Fee</b>	[REDACTED]
<b>Addresses for Notice</b>	<p><u>If to Grantor:</u>  Kathy R. Wurth  7520 Old US 45  Boaz, KY 42027  Email: [REDACTED]</p> <p><u>If to Grantee:</u>  BrightNight Power, LLC  515 North Flagler Drive, Suite 250  West Palm Beach, FL 33401  Attn: Legal  Email: legal@brightnightpower.com</p>

## Energy Easement Option Agreement

This Energy Easement Option Agreement (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) by and between Grantor and Grantee. Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

### RECITALS

- A. Grantor is the owner of the Premises.
- B. Grantee is exploring the possibility of developing, owning and operating an energy generation and/or storage facility (“**Project**”).
- C. Grantee desires to obtain certain easements, easement rights and other rights, and Grantor desires to grant certain easements and other rights, on the Premises for energy purposes.

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

### **ARTICLE 1. OPTION AND EASEMENT**

Section 1.1 Option. Grantor grants to Grantee an exclusive option (“**Option**”) to acquire the Energy Easement (as defined below) on the following terms and conditions:

(a) Option Term. The term of the Option shall begin on the Effective Date and expire on the Option Term End Date (“**Option Term**”).

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

(c) Exercise of Option. Grantee may exercise the Option by giving written notice to Grantor (“**Option Notice**”) at any time during the Option Term. Upon delivery of the Option Notice, the Energy Easement shall automatically become effective, and Grantor and Grantee shall be subject to all of the terms and conditions of this Agreement with respect to the Energy Easement and all related rights and obligations.

Section 1.2 Energy Easement.

(a) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, an exclusive, irrevocable right and easement on, along, over, under and across a portion of the Premises (“**Easement Area**”) for the purposes of developing, constructing, reconstructing, erecting, improving, replacing, relocating, removing from time to time, maintaining, and using overhead and underground wires and cables, a line or lines of towers or poles with such wires and cables suspended

therefrom for the transmission or collection of electrical energy and/or for communication purposes (hereinafter, “**Facilities**”) and other appliances and fixtures for use in connection with said towers, wires and cables on, along, over, under and across the Easement Area (“**Energy Easement**”). Such activities may be conducted by Grantee, its employees, contractors or agents, licensees or permittees. Following the completion of the initial construction of the Facilities, the Easement Area shall not exceed the Easement Area Width. For avoidance of doubt, the Easement Area includes the surface of the given area as well as the airspace directly above such area), such that Grantee shall have the right and easement to: (a) install Electric Facilities and other related facilities on a parcel adjacent to the Grantor Parcel such that a portion of said Electric Facilities overhang from said adjacent parcel over and above the Easement Area (such portion being the “**Overhang Facilities**”); (b) use the Easement Area to access, situate, install, maintain, repair, replace, relocate, and remove the Overhang Facilities; (c) clear and keep the Easement Area cleared of trees, undergrowth, and all other obstructions (collectively “**Obstructions**”) by any lawful means to the extent such Obstructions may interfere with the operation of the Overhang Facilities or present a material threat to the safety of persons or property; and (d) transmit electricity over the Overhang Facilities; all of the foregoing easements and rights set forth in this paragraph being collectively, the “**Easement Rights**”.

(b) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, easements over, across and on the Premises outside the Easement Area for ingress to and egress from the Easement Area and Facilities (whether located on the Premises, on adjacent property or elsewhere) for purposes of constructing, repairing, or monitoring the Facilities, by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (“**Access Easement**”) (the Energy Easement and Access Easement are collectively, the “**Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. Grantee agrees to use commercially reasonable efforts to locate access roads, if any, so as to minimize the interruption of Grantor’s operations on the Premises.

(c) Upon Grantee’s exercise of the Option, Grantor grants to Grantee, an exclusive right, privilege and temporary easement over and across the Premises, in the general area depicted on the attached Exhibit A-1, for access to and for staging areas for assembly of equipment, control buildings, laydown areas, pull areas, parking areas, crane pads, fences, roads and related structures and facilities (“**Temporary Construction Easement**”). A legal description of the Temporary Construction Easement area shall be attached to this Agreement as Exhibit B after Grantee’s selection of the Temporary Construction Easement area. The Temporary Construction Easement includes, but is not limited to, the right and privilege by Grantee to access the Easement Area with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct the Project. Following the completion of all construction activities described above, Grantee shall reasonably restore the property disturbed by the construction activities within the Temporary Construction Easement, including reseeding and stabilizing such areas. In no event may any use of the Temporary Construction Easement by Grantee and its employees, agents, contractors, successors and assigns thereof violate any applicable law, rule or regulation relating to the Premises.

(d) Grantee shall make good faith efforts to consult with Grantor on the site development plan prior to finalizing the location of the Easement Area, and consider any suggestions or concerns Grantor may have with the location of the Easement Area and shall implement those that, in Grantee’s sole discretion, are reasonable and do not negatively impact the Project. The anticipated location of

the Easement Area is depicted on the attached Exhibit A-1. A legal description of the Easement Area shall be attached to this Agreement as Exhibit B after Grantee's selection of the Easement Area. Grantee shall use commercially reasonable efforts to minimize interference with Grantor's farming operations and to locate the Easement Area along existing roads. Grantee shall compensate Grantor for crop damage occurring during construction of the Facilities, as set forth in Section 4.2.

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

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

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

## ARTICLE 2. TERMINATION

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

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

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

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

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

## ARTICLE 3. PAYMENTS

Section 3.1 Option Payment. [REDACTED]  
Grantee shall pay Grantor the Option Payment as set forth on the cover page. Grantee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Term upon [REDACTED] written notice to Grantor.

Section 3.2 Easement Payment. As consideration for granting the Energy Easement, Grantee shall pay Grantor the Easement Fee as set forth on the Cover Page.

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

**ARTICLE 4. INDEMNIFICATION; CROP DAMAGES AND INSURANCE**

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

Section 4.2 Crop Damages.

(a) Grantee shall pay Grantor crop damages for [REDACTED] (“**Crop Damages**”). [REDACTED]

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

area).

(iii) [REDACTED]

(b) Grantor Records. Promptly after construction activities on the Premises, Grantee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the

Premises and provide such calculation to Grantor. [REDACTED]

[REDACTED] For purposes of the foregoing, "Grantor's Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Grantee's sole cost and expense. [REDACTED]

#### Section 4.3 Insurance.

(a) Prior to entry on the Premises, Grantee shall obtain and maintain the following insurance covering the Facilities and Grantee's activities on the Premises at all times during the term.

(i) Commercial General Liability insurance with coverage of [REDACTED] per occurrence and [REDACTED] annual aggregate.

(ii) Commercial Automobile Liability insurance with coverage of [REDACTED] per occurrence.

(b) Such insurance coverage for the Facilities and Premises may be provided as part of a blanket policy that covers other facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements. All insurance policies provided hereunder shall (i) be written on an occurrence basis, and (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to Grantor. Grantee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Grantee's policies shall contain a clause making them primary and non-contributory and provide Grantor with additional insured status solely with respect to Grantee's activities on the Premises.

(c) Upon Grantor's request Grantee shall deliver to Grantor certificates of insurance evidencing the above-required coverage. Grantor's failure to request, review or accept such certificate shall in no way limit or relieve Grantee of the duties and responsibilities to maintain insurance as set forth in this Agreement.

### **ARTICLE 5. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT**

#### Section 5.1 Right to Encumber.

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

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

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

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

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

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

Grantee under this Agreement to the extent Grantee failed to perform them prior to the execution and delivery of the new agreement.

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

## **ARTICLE 6. CONDEMNATION/FORCE MAJEURE**

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

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

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

## **ARTICLE 7. DEFAULT**

Section 7.1 Limitation on Remedies. Notwithstanding any other provision of this Agreement or any rights or remedies which Grantor might otherwise have at law or in equity, at all

times while there are Facilities being constructed or located on the Premises [REDACTED]

[REDACTED] *provided,*  
*however,* that if Grantee fails to pay to Grantor, [REDACTED]

[REDACTED] any damages awarded Grantor by a court of last resort with jurisdiction, then Grantor may, subject to Lenders' rights to additional time to cure set forth herein, terminate this Agreement.

Section 7.2 Specific Performance. Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee 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 Grantee for such breach, and therefore, Grantor agrees that Grantee shall have the right to seek specific enforcement of this Agreement. In that event, Grantor agrees that Grantee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Grantee.

## **ARTICLE 8. MISCELLANEOUS**

Section 8.1 Notice. Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five (5) calendar days of the date deposited in the mail sent to the physical address as set forth on the Cover Page, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Section 8.2 Hazardous Materials.

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

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

Section 8.3 Title and Authority. Except to the extent otherwise stated in this Agreement, Grantor is the sole owner of the Premises in fee simple and each person or entity signing the

Agreement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein and Grantor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Grantor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Grantee under this Agreement, Grantor shall reasonably cooperate with Grantee, at no out-of-pocket cost to Grantor, to take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Premises except those disclosed by Grantee to Grantor in writing prior to or at the time of execution hereof.

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

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

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

Section 8.7 Running with the Land. The burdens of the Easements and all other rights granted to Grantee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Grantor and

all heirs, legal representatives, successors, assigns, permittees, licensees, Grantees, employees and agents of Grantor. The Agreement and Easements shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and Grantees.

Section 8.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee with regard to the subject matter herein and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 8.9 Legal Matters.

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

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

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

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

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

Section 8.13 Multiple Owners. The parties comprising Grantor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Grantor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Grantor under this Agreement or the

performance of any obligation owed to Grantor under this Agreement and shall not join Grantee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Grantee under this Agreement in any way; provided, this will not limit the rights of Grantor under this Agreement to enforce the obligations of Grantee under this Agreement and so long as all parties comprising Grantor agree on pursuing such right or remedy and so notify Grantee in writing.

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

Section 8.15 Cover Page. The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms therein shall apply to defined terms used herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**GRANTOR:**

Kathy R. Wurth

Name: Kathy R. Wurth

Dated: 07/10/25

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

**GRANTEE:**

**MYSO, LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

Dated: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

**Parcel 1:**

Tax ID No: 083.00.00.013.00

The following described real estate lying in Graves County, Kentucky, viz:

Being 8.17 acres out of the southeast quarter of section 15, township 5, range 1 east in Graves County, Kentucky, and being a part of the 19 acre tract described in Deed Book 248, page 208, and said 8.17 acres is more particularly described as follows:

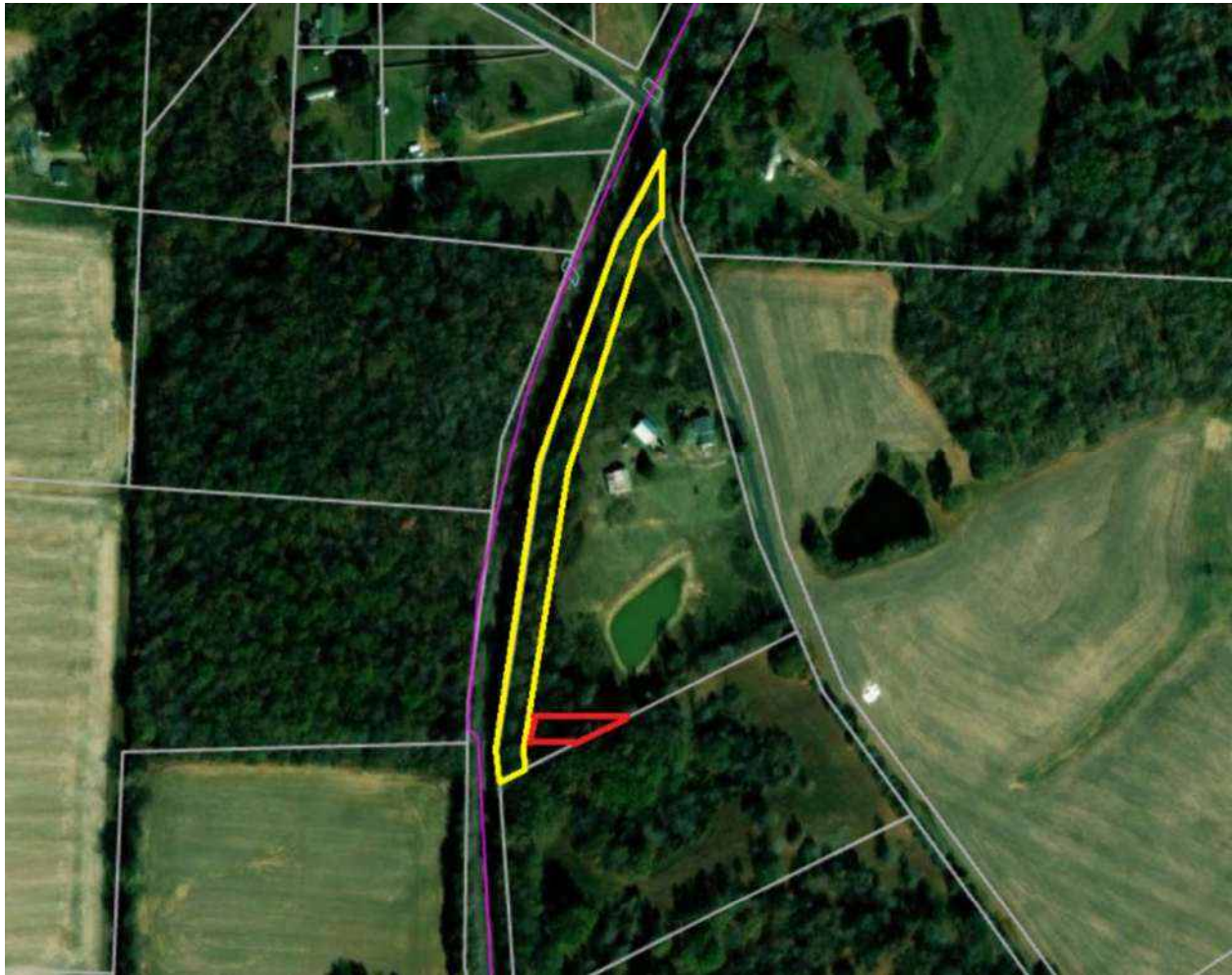
Beginning at the intersection of the center of the Boaz-Leeder Road with the north line of said quarter (railroad rail pointer located South 88 degrees 39 minutes 09 seconds West 68.65 feet along quarter section line from said intersection point), and running thence South 23 degrees 11 minutes 30 seconds East along the center of said road 369.75 feet; thence South 16 degrees 30 minutes 00 seconds East along the center of said road 409.40 feet; thence South 59 degrees 43 minutes 29 seconds West leaving said road 657.19 feet to the easterly right-of-way line of the Illinois Gulf Central Railroad (concrete post about 1 foot square located North 59 degrees 43 minutes 29 seconds East 7 feet from this point); thence Northerly along the 2.0245 degree curvature to the right of said right-of-way line an arc distance of 681.37 feet to a point (the chord bearing North 6 degrees 20 minutes 48 seconds East 679.74 feet); thence Northerly along the 1.9458 degree curvature to the right of said right-of-way line an arc distance of 403.48 feet to the quarter section line (the chord bearing North 17 degrees 00 minutes 56 seconds East 403.17 feet); thence North 88 degrees 39 minutes 09 seconds east along the quarter section line 112.58 feet to the point of beginning and containing 8.17 acres.

Parcel contains 8.17 acres, more or less


Being the property conveyed to Kathy R. Wurth by Deed Book 478, Page 387 of the Graves County Clerk's Office.


**The Premises contains 8.17 acres, more or less**

**EXHIBIT A-1**  
**ANTICIPATED LOCATION OF EASEMENT AREA**



**Legend**

 Approximate location of temporary construction easement (not to exceed 40' by 150')

 Approximate location of permanent easement (not to exceed 50' wide)

**EXHIBIT B**  
**EASEMENT AREA**

*[To be provided]*

**EXHIBIT C**  
**MEMORANDUM**  
**[Attached]**