

Addresses for Notice	<u>If to Lessor:</u>
	Randall Horace Burchard 609 State Route 408 West Hickory, KY 42051 Email: _____
	<u>If to Lessee:</u> BrightNight, LLC 515 North Flagler Drive, Suite P-200 West Palm Beach, FL 33401 Attn: Legal Email: legal@brightnightpower.com

OPTION AND LAND LEASE

This Option and Land Lease (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Lessor, and Lessee. Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

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

RECITALS

- A. Lessor is the owner of the Premises.
- B. Lessee is exploring the possibility of developing, owning, and operating a commercial solar energy facility, energy storage facility, and/or other renewable energy facilities (“**Project**”).
- C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.
- D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

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

ARTICLE I. Premises

Section 1.1 General

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

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

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

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

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

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy and/or energy storage purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for energy purposes and to convert and store energy resources on the Premises. For purposes of this Agreement, “energy purposes” means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting electrical energy, and any and all other activities related to the preceding including for compliance with commonwealth or local laws.

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

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, gathering data, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) [REDACTED] Lessor shall

deliver to Lessee copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Lessor or within Lessor's possession or control relating to or affecting the Premises, including, but not limited to, owner's policies of title insurance, land surveys, environmental surveys and assessments, and appraisals.

(iii) Lessor or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable [REDACTED] and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Lessor or Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Lessor, or, if directed by Lessor, Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

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

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

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

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in

connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of below-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project and shall be included in the acreage calculation for payment of Annual Rent. Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises outside of any security fencing that is not occupied by Facilities to the extent such use does not interfere with the Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. Lease Term

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The "Option Period" commences on the Effective Date and expires on the Option Period End Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee's exercise of the Option to lease the Premises for the Extended Term ("**Option Notice**"), [REDACTED] ("**Extended Term Date**"). Lessee may exercise the Option for all or a portion of the Premises, and shall include such information in the Option Notice; *provided, that*, if Lessee exercises the Option for less than the entire Premises, Lessor must retain reasonable access to any excluded portion of the Premises. If Lessee elects to exercise the Option for less than the entire Premises, the legal description of that portion of the Premises to be leased will replace the legal description on Exhibit A of this Agreement without the need for an amendment, if allowable by commonwealth law and county requirements, and Lessee may record a notice of the Extended Term Date and the legal description of that portion of the Premises that Lessee has elected to lease in the public records of the county in which the Premises is located. If Lessee elects to exercise the Option for less than the entire Premises, then following the Extended Term Date, the term Premises, as used in this Agreement shall mean the legal description and acreage of the property for which Lessee elected to exercise the Option. The Extended Term of the Agreement is as set forth on the Cover Page ("**Extended Term**").

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term as set forth on the Cover Page (each, a "**Renewal Term**"). To exercise its option to renew the term of this Agreement for a Renewal Term, Lessee must deliver a written extension notice to Lessor prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, [REDACTED]

[REDACTED] The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as

specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease and Release of Property

- (a) The occurrence of any of the following events shall terminate this Agreement:
- (i) The expiration of this Agreement as set forth in Section 2.1; or
 - (ii) The written agreement of the Parties to terminate this Agreement; or
 - (iii) An uncured event of Monetary Default (as defined below) by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
 - (iv) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Facilities in accordance with Section 4.3; or
 - (v) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

(b) At any time during the Option Period, the Extended Term, and any Renewal Term, Lessee may release a portion of the Premises in its sole and absolute discretion by providing notice to Lessor and recording a release of lease in the public records for the applicable portion of the Premises without the need for an amendment. In the event of such partial release, Lessee shall decommission and remove any Facilities on such portion of the Premises subject to release in accordance with Section 4.3. Lessee's obligation to pay any amounts applicable to the released property, including Option Rent (as defined below) or Annual Rent (as defined below), as applicable shall terminate as of the date of such release.

ARTICLE III. Payments and Taxes

Section 3.1 Option Period Rent

During the Option Period, Lessee shall pay Lessor (or, if applicable, Lessor's payment designee) an annual payment equal to the Option Rent, paid in equal quarterly installments in advance,

██████████ provided, that the first payment of Option Rent will be made as set forth on the Cover Page, except that in the event the Agreement is terminated in accordance with the terms of this Agreement prior to such date, Lessee shall not be obligated to make such Option Rent payment. Thereafter, each quarterly payment of Option Rent shall be made ██████████

██████████ and expiring on the earlier to occur of: (i) the Extended Term Date or (ii) the Option Period End Date. ██████████

██████████ If the option is exercised, the Option Rent paid by Lessee to Lessor shall be *pro-rated* for the current quarter and any excess Option Rent paid shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to

terminate this Agreement or to release any portion of the Premises at any time during the Option Period.

Section 3.2 Annual Rent

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

(a) Beginning on the first day of the Extended Term, Lessee shall pay Lessor (or, if applicable, Lessor's payment designee) an annual rent equal to the Annual Rent as set forth on the Cover Page payable quarterly in advance, *provided* that the first quarterly payment of Annual Rent shall be reduced by any applied portion of the Option Rent paid for the current Quarter. Thereafter, payment of Quarterly Rent will be made [REDACTED], Annual Rent shall escalate as set forth on the Cover Page.

Section 3.3 Taxes, Assessments and Utilities

(a) [REDACTED]

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

(c) [REDACTED]

Section 3.4 Payment Forms

Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to make any payment to Lessor otherwise required under this Agreement until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Agreement or (ii) be provided by Lessee to Lessor promptly upon execution of this Agreement. Lessee's failure to provide a form W-9 shall not discharge the requirement that Lessor provide a Form W-9 prior to receiving payment.

Section 3.5 Signing Bonus

As additional consideration for all rights granted herein, if Lessor executes this Agreement, Lessee shall pay to Lessor (or, if applicable, Lessor's payment designee) [REDACTED] as set forth on the Cover Page.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

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

Section 4.2 Permits and Laws

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

Section 4.3 Lessee's Improvements and Remediation

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

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within twelve (12) months from the date the Agreement expires or terminates and restore the Premises to a substantially similar state as it was prior to the commencement of construction.

(c) If the local jurisdiction in which the Facilities are located does not require either a deposit of money or a bond or guarantee relating to the decommissioning of the Facilities and restoration of the Premises (“**Decommissioning Security**”), then prior to the commencement of operation Lessee shall provide a Decommissioning Security in an amount equal to the estimated costs to decommission the Facilities for the entire Project and restore the Premises in the manner and to the extent described above, discounted to present value at the time at a market-based discount rate, net of any estimated salvage value, as determined by a commonwealth-registered independent engineer designated by the Lessee. The Decommissioning Security provided by Lessee pursuant to this Section 4.3 may take the form of one or more, or any combination of the following: corporate security bonds, self-bonds, collateral bonds, letters of credit, parent company guarantees, cash escrows or any other form of security reasonably acceptable to Lessee. Lessee agrees that the Decommissioning Security shall be held and maintained for the benefit of Lessor and the Energy and Environment Cabinet to secure Lessee’s obligation to remove equipment and restore the Premises as provided in this Section 4.3. The amount of Decommissioning Security shall be reevaluated and adjusted every five years thereafter and shall remain in effect [REDACTED]

[REDACTED] unless (i) the Decommissioning Security is fully drawn upon earlier by Lessor or the Energy and Environment Cabinet in accordance with its terms, (ii) Lessor provides Lessee with a written notice authorizing the release of the Decommissioning Security or (iii) Lessee has completed its decommissioning obligations under this Agreement. The obligations of this Section 4.3 shall survive the expiration or earlier termination of this Agreement.

(d) Underground electrical cables and collector lines shall be buried by Lessee, to the extent commercially reasonable and in accordance with all applicable laws.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee’s operations, any substance which is defined as a “hazardous material”, “toxic substance” or “solid waste” in any federal, 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 Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises. Lessee shall indemnify and hold Lessor harmless from and against any claims related to the disposal, release, or storage of hazardous materials on the Premises by Lessee, except that, Lessee shall not be liable for any pre-existing conditions on the Premises in existence prior to Lessee’s activities on the Premises.

Section 4.5 Insurance

(a) Prior to entry onto the Premises, Lessee shall obtain and maintain the following insurance covering the Facilities and Lessee’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.

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.

(b) Policy Provisions; Additional Insured. 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 Lessor. Lessee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Lessee's policies shall contain a clause making them primary and non-contributory and provide the Lessor with Additional Insured status solely with respect to Lessee's activities on the Premises.

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

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein and Lessor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Lessor 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 Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. Lessor shall reasonably cooperate with Lessee, at no out-of-pocket cost to Lessor, in curing any title defects discovered by Lessee. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessor to Lessee in writing prior to or at the time of execution of this Agreement.

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

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede

or decrease the output or efficiency of the Facilities. Facilities located on the Premises from time to time may be operated in conjunction with Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any energy system, or similar project on the Premises.

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

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, 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 Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

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

(b) Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. If required by local governmental entity, Lessor hereby appoints Lessee as Lessor's agent for the sole purpose of preparing, executing, applying for, submitting and/or prosecuting in Lessor's name, any and all approvals on behalf of Lessor.

(c) Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors.

Section 5.5 Estoppel Certificates

Within fifteen (15) days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current

status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

Section 5.6 Mineral Rights

(a) Lessor retains and reserves all subsurface oil, gas, coal, and other minerals in, on, under or that may be produced from the Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

(i) To the best of Lessor's knowledge, Lessor is the sole owner of the Mineral Rights and Lessor holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit B.

(ii) Lessor hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and lessees of any rights, title, or interest in or to the Mineral Rights reserved by Lessor or other mineral rights underlying the Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the lessee or grantee, as applicable), all rights of ingress and egress to enter upon the surface of the Premises and the area located between the surface and 500 feet beneath the surface of the Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Lessor.

(iii) To the extent Lessor, its predecessor, or any other holder of Mineral Rights has leased the Mineral Rights and such lease(s) are still in effect, Lessor shall cooperate with Lessee in obtaining a surface rights waiver agreement from such Mineral Rights lessee, accommodation agreements from any operators, affidavits of non-production, or other curative documentation.

Section 5.7 Right of First Refusal

In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time during the Extended Term, for the sale of the Premises ("Sale Offer"), Lessor, prior to the acceptance thereof, shall give Lessee, with respect to such Sale Offer, written notice thereof and a copy of said Sale Offer including the name and address of the proposed purchaser, and Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase the Premises on the terms of said Sale Offer. If Lessee shall elect to purchase the Site pursuant to the right of first refusal herein granted, it shall give notice of such election within such sixty (60)-day period. Lessee's failure at any time to exercise its option under this Section 5.7 shall not

affect this Agreement and the continuance of Lessee's rights and options under this and any other section hereof.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

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

Section 6.2 Crop Damage

(a) Lessee shall pay Lessor crop damages [REDACTED] ("Crop Damages"). [REDACTED]

Crop damages will be calculated by the following formula:

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

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

Premises and provide such calculation to Lessor. [REDACTED]

[REDACTED] For purposes of the foregoing, "Lessor'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 Lessee's sole cost and expense. [REDACTED]

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

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

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

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

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

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

Section 7.2 Assignment

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

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Facilities, no tract is considered dominant or servient as to the other.

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

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation

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

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee 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 Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

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

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

(a) Each of the following shall constitute an event of default:

(i) any failure by Lessee to pay any amounts due under Article III [REDACTED] after written notice from Lessor (“**Monetary Default**”); or

(ii) any other material breach of this Agreement by either Party [REDACTED] after receipt of written notice of default from the nondefaulting Party or, [REDACTED], the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time (“**Non-Monetary Default**”).

(b) Upon the occurrence of a Monetary Default, Lessor may elect to terminate this Agreement by providing written notice to Lessee.

(c) Notwithstanding any other provision of this Agreement or any rights or remedies which Lessor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises, except as set forth in Section 9.1(b) above, Lessor shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy and Lessor shall be limited to seeking damages in the event of any Non-Monetary Default by Lessee.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Facilities from the Premises at Lessee’s expense except as otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have twelve (12) months from the date the Agreement expires or is terminated to remove the Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor [REDACTED]

Section 9.3 Specific Performance

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

ARTICLE X. Miscellaneous

Section 10.1 Notice

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

Any notice shall be addressed to those physical or email addresses set forth on the Cover Page (or at such other addresses as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

Section 10.2 Separate Agreements

Lessee may divide the Premises into two or more separate, stand-alone projects or phases of development if such division becomes, in Lessee's sole discretion, necessary to further the operations and/or the development of the Battery Facilities and a separate entity may be the lessee or grantee for each project or phase of development. If Lessee elects to divide the Premises into two or more projects or phases of development, Lessor shall, [REDACTED] bifurcate this Agreement by entering into and delivering to Lessee two (or the requested number of) stand-alone new agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee and with the necessary easement, subeasement or co-easement rights in the Premises (each, a "Bifurcated Agreement"). Any Bifurcated Agreement shall: (i) specify the portion(s) of the Premises to be covered by such Bifurcated Agreement (and the term "Premises", as used in such Bifurcated Agreement shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee, any assignee, or any other person or entity prior to the execution of such Bifurcated Agreements, and except for any modifications that may be required to ensure that Lessee's and Lessor's respective combined obligations under such Bifurcated Agreements do not exceed their respective obligations under this Agreement and be in a form reasonably acceptable to Lessee and Lessor); (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates; (v) require payment of rent to Lessor in the amount shown in Article III of this Agreement for any acreage of the Premises subject to such Bifurcated Agreement; (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Premises; and (vii) specify that Lessor acknowledges and agrees that any new Bifurcated Agreements shall be separate stand-alone obligations of the lessee or grantee named in such Bifurcated Agreement, and that in the event of a uncured event of default by the named lessee or grantee under one Bifurcated Agreement, such default shall not affect or cause a termination of any other Bifurcated Agreement.

Section 10.3 No Third-Party Beneficiaries

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

Section 10.4 Entire Agreement

It is mutually understood and agreed that this Agreement, together with any payment designation forms, constitute the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or

affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.5 Legal Matters

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

(b) [REDACTED]

Section 10.6 Cooperation

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

Section 10.7 Waiver

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

Section 10.8 Relationship of Parties

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

Section 10.9 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.9 shall survive the termination or expiration of this Agreement.

Section 10.10 Counterparts

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

Section 10.11 Memorandum of Lease

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

Section 10.12 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing. If Lessor owns less than one hundred percent (100%) of the surface estate of the Premises, Lessor's rent payments as set forth in Article III of this Agreement will be adjusted and paid pro-rata in accordance with Lessor's actual ownership of the surface estate of the Premises. Lessor shall cooperate with Lessee to obtain an agreement with the holders of any additional interest in the surface estate.

Section 10.13 Severability

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

Section 10.14 Cover Page

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:

Randall Burchard

Name: Randall Horace Burchard

Dated: Dec 26 - 2023

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

LESSEE:

MYSO, LLC
a Delaware limited liability company

By:  _____

Name: Martin Hermann

Title: Manager

Dated: 1/11/2024 _____

By: _____

Name: Ron Kiecana

Title: Chief Development Officer

Dated: _____

EXHIBIT A
DESCRIPTION OF PREMISES

Parcel 1:

Tax ID No: 085.00.00.142.00

The following real estate lying in Graves County, Kentucky, and being now or formerly bounded as follows:

On the North by: Burchard (085.01.00.017.00, 085.01.00.018.00, 085.00.022.00)

On the East by: Illinois Central RR

On the South by: Rives (085.00.00.042.00)

On the West by: Hart (085.00.00.138.00)

Being part of the same real estate, which was conveyed to Randall Horace Burchard by Ruby Sharon Burchard by Deed recorded May 16, 2003, at Deed Book 407, Page 489, in the Graves County, Kentucky, Court Clerk's Office.

Parcel contains 15.00 acres, more or less

Leased portion of parcel contains 15.00 acres, more or less

Parcel 2:

Tax ID No: 085.01.00.020.00

The following real estate lying in Graves County, Kentucky, and being bounded and described now or formerly as follows:

On the North by: KY-408 E

On the East by: Randall Burchard (Tax ID No. 085.01.00.021.00)

On the South by: Randall Burchard (Tax ID No. 085.00.00.21.00)

On the West by: Randall Burchard (Tax ID No. 085.00.00.021.00)

Also being described more particularly as follows:

Being a certain lot or parcel of land, in Viola, Kentucky, and fronting North on Mayfield and Paducah Road 100 feet and running back southerly, by parallel lines 130 feet. Said lot comes out of the Northeast corner of the parcel of land described in deed from John Whittemore and wife, to Guy Whittemore of date February 7, 1933, and of record in Deed Book 97, page 514, Graves County Court Clerk's Office.

Being the same real estate, which was conveyed to Randall Burchard by Deed recorded June 3, 2013, at Deed Book 481, Page 591, in the Graves County, Kentucky, Court Clerk's Office.

Parcel contains 0.30 acres, more or less

Leased portion of parcel contains 0.30 acres, more or less

Parcel 3:

Tax ID No: 085.01.00.021.00

Tract #1

A 0.82 acre parcel of land as per July 16, 2011, survey of Jason W. Looper, KY #3573 and located on the south side of KY 408 and west of the P&L Railroad in the Viola community of Graves County, Kentucky; and more particularly described as follows:

Beginning at the northeast corner of the property herein described, said corner being an existing 5/8" dia. steel pin with surveyor's cap #1982 found in the south right-of-way line of KY 408 (30 feet from centerline); said point of beginning lies on a bearing of S 82 deg. 54 min. 37 sec. W- 278.45 feet from the intersection of the centerline of KY 408 and the centerline of the P&L Railroad;

THENCE: S 01 deg. 19 min. 42 sec. W- 245.05 feet along the west line of a 10 foot passageway and the east line of the property herein described to a existing 5/8" dia. steel pin with surveyor's cap #1982, said pin being the southeast corner of the property herein described and a point in the north line of the Randal Burchard property as described in Deed Book 383, Page 861;

THENCE: S 89 deg. 08 min. 37 sec W- 211.89 feet to an existing 5/8" dia. steel pin with surveyor's cap #1982, said pin being the southeast corner of the property herein described, a point in the north line of the Randal Burchard property as described in Deed Book 383, Page 861, and the southeast corner of the Robert Williams property as described in Deed Book 358, Page 431;

THENCE: N 07 deg. 13 min. 39 sec. E- 247.27 feet along the west line of the property herein described to a existing 5/8" dia. steel pin with surveyor's cap #1982 found in the south right-of-way line of KY 408, said pin being the northwest corner of the property herein described;

THENCE: N 89 deg. 08 min. 39 sec. E-36.47 feet along the south right-of-way line of KY 408 to a existing 5/8" dia. steel pin with surveyor's cap # 1982, said pin being the northwest corner of the McBride property as described in Deed Book 429, Page 678;

THENCE: S 06 deg. 44 min. 16 sec. W- 130.04 feet to an existing 5/8" dia. steel pin with surveyor's cap #1982, said pin being the southwest corner of the McBride property as described in Deed Book 429, Page 678;

THENCE: S 89 deg. 08 min. 37 sec. W- 211.89 feet to an existing 5/8" dia. steel pin with surveyor's cap #1982, said pin being to southeast corner of the McBride property as described in Deed Book 429, Page 678;

THENCE: N 06 deg. 43 min. 41 sec. E-129.98 feet to a existing 5/8" dia. steel pin with surveyor's cap #1982 found in the south right-of-way line KY 408, said pin being the northeast corner of the McBride property as described in Deed Book 429, Page 678;

THENCE: N 89 deg. 07 min. 33 sec. E-50.05 feet along the south right-of-way line of KY 408 to the point of beginning.

And being subject to all previously conveyed easements, rights-of-way, covenants, and restrictions of record and not of record if any.

Tract #2

A 1.07 acre parcel of land as per July 16, 2011 survey of Jason W. Looper, KY LS #3573 and located in the south side of KY 408 and in the west side of

the P&L Railroad in the Viola community of Graves County, Kentucky, and more particularly described as follows:

Beginning at the northeast corner of the property herein described, said corner being a 1/2" dia. x 24" lng. steel pin with surveyor's cap #3573 set in the south right-of-way of KY 408 (30 feet from centerline), and in the west right-of-way of the P&L Railroad (50 feet from centerline);

Said point of beginning lies on a bearing of S 61 deg. 08 min. 54 sec. W-64.26 feet from the intersection of the centerline of KY 408 and the centerline of the P&L Railroad;

THENCE: S 10 deg. 04 min 07 sec. W- 249.27 feet along the west right-of-way of P&L Railroad to a 1/2" dia. x 24 " lng. steel pin with surveyor's cap #3573 set, said pin being the southeast corner of the property herein described and the northeast corner of the Randal Burchard property as described in Deed Book 383, Page 861;

THENCE: S 89 deg. 07 min. 30 sec. W- 172 .50 feet to existing 30" dia. Oak tree, said tree being the southwest corner of the property herein described and being a point in the east line of a 10 foot passage way;

THENCE: N 01 deg. 24 min. 29 sec. E- 245.00 feet along the east line of a 10 foot passageway to a existing 5/8" dia. steel pin with surveyor's cap #1982 found in the south right-of-way line of KY 408, said pin being the northwest corner of the property herein described;

THENCE: N 89 deg. 08 min. 36 sec. E- 210.06 feet along the south right-of-way line of KY 408 to the point of beginning.

Also described as being now or formerly bounded as follows:

On the North by: KY-408 E

On the East by: Illinois Central RR

On the South by: Randall Burchard (085.01.00.022.00)

On the West by: Christopher Stairs (085.01.00.019.00)

Being the same real estate, which was conveyed to Randall Burchard by Deed recorded October 21, 2011, at Deed Book 470, Page 280, in the Graves County, Kentucky, Court Clerk's Office.

Parcel contains 1.89 acres, more or less

Leased portion of parcel contains 1.89 acres, more or less

Parcel 4:

Tax ID No: 085.01.00.022.00

The following real estate lying in Graves County, Kentucky, and being now or formerly bounded as follows:

On the North by: Burchard (085.01.00.021.00)

On the East by: Illinois Central RR

On the South by: Burchard (085.00.00.142.00)

On the West by: Burchard (085.00.00.142.00)

Being part of the same real estate, which was conveyed to Randall Horace Burchard by Ruby Sharon Burchard by Deed recorded May 16, 2003, at Deed Book 407, Page 489, in the Graves County, Kentucky, Court Clerk's Office.

Parcel contains 1.50 acres, more or less

Leased portion of parcel contains 1.50 acres, more or less

The Premises contains 18.69 acres, more or less

EXHIBIT B
Mineral Rights

EXHIBIT C

Form of Memorandum

(Attached)

COVER PAGE TO OPTION AND LAND LEASE

Lessor	Purchase Area Regional Industrial Authority Inc.
Lessee	MYSO, LLC, a Delaware limited liability company
Premises	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> ("Premises")
Option Period End Date	[REDACTED]
Option Rent	[REDACTED] [REDACTED] The first payment of Option Rent will be made [REDACTED] after the Effective Date.
Extended Term	The Extended Term of the lease shall be defined as [REDACTED] [REDACTED] [REDACTED] unless terminated sooner in accordance with the terms of the lease.
Renewal Term	The Lessee shall have the right to extend the Extended Term f [REDACTED] [REDACTED] [REDACTED]
Annual Rent	[REDACTED] The Annual Rent shall be payable in quarterly installments equal to one-fourth of the Annual Rent ("Quarterly Rent"), [REDACTED] [REDACTED] [REDACTED] Annual Rent shall escalate [REDACTED] [REDACTED] [REDACTED]
Signing Bonus	[REDACTED] [REDACTED]

Addresses for Notice	<u>If to Lessor:</u> Purchase Area Regional Industrial Authority, Inc. C/O Mark Manning 1002 Medical Drive Mayfield, KY 42066 [REDACTED] [REDACTED]
	<u>If to Lessee:</u> BrightNight, LLC 13123 Emerald Coast Pkwy Suite B #158 Inlet Beach, FL 32461 Attn: Legal Email: legal@brightnightpower.com

OPTION AND LAND LEASE

This Option and Land Lease (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Lessor, and Lessee. Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

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

RECITALS

- A. Lessor is the owner of the Premises.
- B. Lessee is exploring the possibility of developing, owning, and operating a commercial solar energy facility, energy storage facility, and/or other renewable energy facilities (“**Project**”).
- C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.
- D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

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

deliver to Lessee copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Lessor or within Lessor's possession or control relating to or affecting the Premises, including, but not limited to, owner's policies of title insurance, land surveys, environmental surveys and assessments, and appraisals.

(iii) Lessor or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable [REDACTED] and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Lessor or Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Lessor, or, if directed by Lessor, Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

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

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

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

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in

connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project and shall be included in the acreage calculation for payment of Annual Rent. Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises outside of any security fencing that is not occupied by Facilities to the extent such use does not interfere with the Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. Lease Term

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The "**Option Period**" commences on the Effective Date and expires on the Option Period End Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee's exercise of the Option to lease the Premises for the Extended Term ("**Option Notice**"),

[REDACTED]. Lessee may exercise the Option for all or a portion of the Premises, and shall include such information in the Option Notice. If Lessee exercises the Option for less than the entire Premises, any excluded portion of the Premises must be comprised of contiguous acres and be of sufficient size with routes of ingress and egress to allow Lessor reasonable access to conduct customary farming activities. If Lessee elects to exercise the Option for less than the entire Premises, the legal description of that portion of the Premises to be leased will replace the legal description on Exhibit A of this Agreement without the need for an amendment, if allowable by commonwealth law and county requirements, and Lessee may record a notice of the Extended Term Date and the legal description of that portion of the Premises that Lessee has elected to lease in the public records of the county in which the Premises is located. If Lessee elects to exercise the Option for less than the entire Premises, then following the Extended Term Date, the term Premises, as used in this Agreement shall mean the legal description and acreage of the property for which Lessee elected to exercise the Option. The Extended Term of the Agreement is as set forth on the Cover Page ("**Extended Term**").

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term as set forth on the Cover Page (each, a "**Renewal Term**"). To exercise its option to renew the term of this Agreement for a Renewal Term, Lessee must deliver a written extension notice to Lessor prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, [REDACTED]

[REDACTED] The terms of the Agreement during each Renewal

Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease and Release of Property

- (a) The occurrence of any of the following events shall terminate this Agreement:
 - (i) The expiration of this Agreement as set forth in Section 2.1; or
 - (ii) The written agreement of the Parties to terminate this Agreement; or
 - (iii) An uncured event of Monetary Default (as defined below) by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
 - (iv) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Facilities in accordance with Section 4.3; or
 - (v) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

(b) At any time during the Option Period, the Extended Term, and any Renewal Term, Lessee may release a portion of the Premises in its sole and absolute discretion by providing notice to Lessor and recording a release of lease in the public records for the applicable portion of the Premises without the need for an amendment. In the event of such partial release, Lessee shall decommission and remove any Facilities on such portion of the Premises subject to release in accordance with Section 4.3. Lessee's obligation to pay any amounts applicable to the released property, including Option Rent (as defined below) or Annual Rent (as defined below), as applicable shall terminate as of the date of such release.

ARTICLE III. Payments and Taxes

Section 3.1 Option Period Rent

During the Option Period, Lessee shall pay Lessor an annual payment equal to the Option Rent, paid in equal quarterly installments in advance, [REDACTED]

[REDACTED] The first payment of Option Rent will be made as set forth on the Cover Page, except that in the event the Agreement is terminated in accordance with the terms of this Agreement prior to such date, Lessee shall not be obligated to make such Option Rent payment. Thereafter, payment of one-fourth the amount of Option Rent shall be made quarterly [REDACTED]

[REDACTED] The Option Rent for the last year of the Option Period, if less than a full calendar year, shall be prorated based on the number of days in such year, provided, that, if the option is exercised, the Option Rent shall accrue up to the

Extended Term Date and any excess Option Rent previously paid by Lessee to Lessor shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement or to release any portion of the Premises at any time during the Option Period.

Section 3.2 Annual Rent

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

(a) Lessee shall pay Lessor an annual rent equal to the Annual Rent as set forth on the Cover Page. For the first quarter of the Extended Term, Quarterly Rent shall be prorated from the Extended Term Date until last day of the quarter in which the Extended Term Date occurs. Thereafter, payment of Quarterly Rent will be made [REDACTED] and shall escalate as set forth on the Cover Page.

Section 3.3 Taxes, Assessments and Utilities

(a) [REDACTED]

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

(c) [REDACTED]

Section 3.4 Payment Forms

Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to make any payment to Lessor otherwise required under this Agreement until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Agreement or (ii) be provided by Lessee to Lessor promptly upon execution of this Agreement. Lessee's failure to provide a form W-9 shall not discharge the requirement that Lessor provide a Form W-9 prior to receiving payment.

Section 3.5 Signing Bonus

As additional consideration for all rights granted herein, if Lessor executes this Agreement, Lessee shall pay to Lessor [REDACTED] as set forth on the Cover Page.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

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

Section 4.2 Permits and Laws

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

Section 4.3 Lessee's Improvements and Remediation

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

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

(c) If the local jurisdiction in which the Facilities are located does not require either a deposit of money or a bond or guarantee relating to the decommissioning of the Facilities and restoration of the Premises ("**Decommissioning Security**"), [REDACTED] Lessee shall provide Lessor with Decommissioning Security in an amount equal to

the estimated costs to decommission the Facilities for the entire Project and restore the Premises in the manner and to the extent described above, discounted to present value at the time at a market-based discount rate, net of any estimated salvage value, as determined by a commonwealth-registered independent engineer designated by the Lessee. The Decommissioning Security provided by Lessee pursuant to this Section 4.3 may take the form of one or more, or any combination of the following: corporate security bonds, self-bonds, collateral bonds, letters of credit, parent company guarantees, cash escrows or any other form of security reasonably acceptable to Lessor and Lessee. Lessee agrees that a pro-rata portion of the Decommissioning Security shall be held and maintained for the benefit of Lessor to secure Lessee's obligation to remove equipment and restore the Premises as provided in this Section 4.3. The amount of Decommissioning Security shall be reevaluated and adjusted every five years thereafter and shall remain in effect [REDACTED].

[REDACTED] unless (i) the Decommissioning Security is fully drawn upon earlier by Lessor in accordance with its terms, (ii) Lessor provides Lessee with a written notice authorizing the release of the Decommissioning Security or (iii) Lessee has completed its decommissioning obligations under this Agreement. The obligations of this Section 4.3 shall survive the expiration or earlier termination of this Agreement.

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

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, 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 Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises. Lessee shall indemnify and hold Lessor harmless from and against any claims related to the disposal, release, or storage of hazardous materials on the Premises by Lessee, except that, Lessee shall not be liable for any pre-existing conditions on the Premises in existence prior to Lessee's activities on the Premises.

Section 4.5 Insurance

(a) Prior to entry onto the Premises, Lessee shall obtain and maintain the following insurance covering the Facilities and Lessee'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.

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.

(b) Policy Provisions; Additional Insured. 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 Lessor. Lessee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Lessee's policies shall contain a clause making them primary and non-contributory and provide the Lessor with Additional Insured status solely with respect to Lessee's activities on the Premises.

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

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. Lessor shall reasonably cooperate with Lessee, at no out-of-pocket cost to Lessor, in curing any title defects discovered by Lessee. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

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

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

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

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, 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 Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

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

(b) Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. If required by local governmental entity, Lessor hereby appoints Lessee as Lessor's agent for the sole purpose of preparing, executing, applying for, submitting and/or prosecuting in Lessor's name, any and all approvals on behalf of Lessor.

(c) Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors.

Section 5.5 Estoppel Certificates

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

statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

Section 5.6 Mineral Rights

(a) Lessor retains and reserves all subsurface oil, gas, coal, and other minerals in, on, under or that may be produced from the Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

(i) To the best of Lessor's knowledge, Lessor is the sole owner of the Mineral Rights and Lessor holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit B.

(ii) Lessor hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and lessees of any rights, title, or interest in or to the Mineral Rights reserved by Lessor or other mineral rights underlying the Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the lessee or grantee, as applicable), all rights of ingress and egress to enter upon the surface of the Premises and the area located between the surface and 500 feet beneath the surface of the Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Lessor.

(iii) To the extent Lessor, its predecessor, or any other holder of Mineral Rights has leased the Mineral Rights and such lease(s) are still in effect, Lessor shall cooperate with Lessee in obtaining a surface rights waiver agreement from such Mineral Rights lessee, accommodation agreements from any operators, affidavits of non-production, or other curative documentation.

Section 5.7 Right of First Refusal

In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time during the Extended Term, for the sale of the Premises ("**Sale Offer**"), Lessor, prior to the acceptance thereof, shall give Lessee, with respect to such Sale Offer, written notice thereof and a copy of said Sale Offer including the name and address of the proposed purchaser, and Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase the Premises on the terms of said Sale Offer. If Lessee shall elect to purchase the Site pursuant to the right of first refusal herein granted, it shall give notice of such election within such sixty (60)-day

period. Lessee's failure at any time to exercise its option under this Section 5.7 shall not affect this Agreement and the continuance of Lessee's rights and options under this and any other section hereof.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

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

Section 6.2 Crop Damage

(a) Lessee shall pay Lessor crop damages [REDACTED]

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

Crop damages will be calculated by the following formula:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

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

Premises and provide such calculation to Lessor. [REDACTED]

[REDACTED] For purposes of the foregoing, "Lessor'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 Lessee's sole cost and expense. [REDACTED]

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

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

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

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

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

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

Section 7.2 Assignment

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

Section 7.3 Continuing Nature of Obligations

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

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

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation

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

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee 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 Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

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

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

(a) Each of the following shall constitute an event of default:

(i) any failure by Lessee to pay any amounts due under Article III [REDACTED] [REDACTED] after written notice from Lessor (“**Monetary Default**”); or

(ii) any other material breach of this Agreement by either Party [REDACTED] [REDACTED] after receipt of written notice of default from the nondefaulting Party or, [REDACTED] [REDACTED] the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time (“**Non-Monetary Default**”).

(b) Upon the occurrence of a Monetary Default, Lessor may elect to terminate this Agreement by providing written notice to Lessee.

(c) Notwithstanding any other provision of this Agreement or any rights or remedies which Lessor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises, except as set forth in Section 9.1(b) above, Lessor shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy and Lessor shall be limited to seeking damages in the event of any Non-Monetary Default by Lessee.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Facilities from the Premises at Lessee’s expense except as otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have twelve (12) months from the date the Agreement expires or is terminated to remove the Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor [REDACTED] [REDACTED]

Section 9.3 Specific Performance

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

ARTICLE X. Miscellaneous

Section 10.1 Notice

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

Any notice shall be addressed to those physical or email addresses set forth on the Cover Page (or at such other addresses as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

Section 10.2 Separate Agreements

Lessee may divide the Premises into two or more separate, stand-alone projects or phases of development if such division becomes, in Lessee's sole discretion, necessary to further the operations and/or the development of the Battery Facilities and a separate entity may be the lessee or grantee for each project or phase of development. If Lessee elects to divide the Premises into two or more projects or phases of development, Lessor shall, [REDACTED] bifurcate this Agreement by entering into and delivering to Lessee two (or the requested number of) stand-alone new agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee and with the necessary easement, subeasement or co-easement rights in the Premises (each, a "**Bifurcated Agreement**"). Any Bifurcated Agreement shall: (i) specify the portion(s) of the Premises to be covered by such Bifurcated Agreement (and the term "Premises", as used in such Bifurcated Agreement shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee, any assignee, or any other person or entity prior to the execution of such Bifurcated Agreements, and except for any modifications that may be required to ensure that Lessee's and Lessor's respective combined obligations under such Bifurcated Agreements do not exceed their respective obligations under this Agreement and be in a form reasonably acceptable to Lessee and Lessor); (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates; (v) require payment of rent to Lessor in the amount shown in Article III of this Agreement for any acreage of the Premises subject to such Bifurcated Agreement; (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Premises; and (vii) specify that Lessor acknowledges and agrees that any new Bifurcated Agreements shall be separate stand-alone obligations of the lessee or grantee named in such Bifurcated Agreement, and that in the event of a uncured event of default by the named lessee or grantee under one Bifurcated Agreement, such default shall not affect or cause a termination of any other Bifurcated Agreement.

Section 10.3 No Third-Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a

third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.4 Entire Agreement

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

Section 10.5 Legal Matters

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

(b) [REDACTED]

Section 10.6 Cooperation

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

Section 10.7 Waiver

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

Section 10.8 Relationship of Parties

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

Section 10.9 Confidentiality

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

Section 10.10 Counterparts

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

Section 10.11 Memorandum of Lease

Lessor and Lessee shall execute, and Lessee may then record, a memorandum of this Agreement in a form substantially similar to the attached Exhibit C ("**Memorandum**"). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the

right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor's signature, if allowable under commonwealth law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within sixty (60) days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.12 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing. If Lessor owns less than one hundred percent (100%) of the surface estate of the Premises, Lessor's rent payments as set forth in Article III of this Agreement will be adjusted and paid pro-rata in accordance with Lessor's actual ownership of the surface estate of the Premises. Lessor shall cooperate with Lessee to obtain an agreement with the holders of any additional interest in the surface estate.

Section 10.13 Subject to Approval

This Agreement is subject to approval by the Kentucky Cabinet for Economic Development ("Approval"), which Lessor shall use good faith commercially reasonable efforts to obtain. Accordingly, Lessor shall have the right to terminate this Agreement if Lessor is denied Approval. The right to terminate granted in this Section 10.13 is null and void once Approval is granted. Lessor will request Approval [REDACTED] and will work expeditiously to secure Approval.

Section 10.14 Severability

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:

PURCHASE AREA REGIONAL
INDUSTRIAL AUTHORITY, INC.

By: MARK Manning

Name: [Signature]

Title: Chair

Dated: 8/31/22

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

LESSEE:

MYSO, LLC

a Delaware limited liability company

By:  _____

Name: Martin Hermann

Title: Manager

Dated: September 30, 2022

By: _____

Name: Ron Kiecana

Title: Chief Development Officer

Dated: _____

EXHIBIT A
DESCRIPTION OF PREMISES

Parcel 1:

Tax ID No: 066.00.00.079.00

Parcel contains 16.5 acres

Parcel 2:

Tax ID No: 066.00.00.074.01

Parcel contains 6.0 acres

Parcel 3:

Tax ID No: 066.00.00.077.01

Parcel contains 10.0 acres

Parcels 1, 2 and 3 Common Legal Description

A 32.604 acre tract of land as surveyed by the firm of Geotech Engineering and Testing, Inc. of Murray, Kentucky on October 1, 2003, located on the south side of East Baldree Road and on the east side of U. S. Hwy. 45 in the Folsomdale community in Graves County, Kentucky and being more particularly described as follows:

Beginning at an Iron Pin w/cap #1606 (found) on the south side of East Baldree Road, said pin being the northwest corner of the Mark L. Crawford property (D.B. 377, Pg. 67 Tract 1) and is the northeast corner of the herein described tract of land;

THENCE South 03 degrees 06 minutes 59 seconds West for a distance of 2579.60 feet with the west line of Mark L. Crawford to a point; said point being located North 03 degrees 06 minutes 59 seconds East, 269.04 feet from an Iron Pin w/cap #1606 (found) at the southwest corner of Mark L. Crawford, said point being the northeast corner of the Terry and Sandra Leonard property (D.B. 385 PG. 59; D.B. 385 PG. 66; D.B. 169 PG. 575) and is the southeast corner of the herein described tract of land;

THENCE North 86 degrees 31 minutes 37 seconds West for a distance of 740.23 feet with the north line of Leonard (passing thru an iron Pin w/cap #1606 found at 3.21') to an Iron Pin w/cap #1606 (found) at the northwest corner of Leonard and on the east right-of-way of U. S. Hwy. 45;

THENCE North 11 degrees 59 minutes 43 seconds East for a distance of 973.16 feet with the east right-of-way of U. S. Hwy. 45 to an Iron Pin w/cap #3499 (set);

THENCE North 09 degrees 32 minutes 47 seconds East for a distance of 900.89 feet with the east right-of-way of said Hwy. to an Iron Pin w/cap #3499 (set);

THENCE North 12 degrees 02 minutes 00 seconds East for a distance of 600.24 feet with the east right-of-way of said Hwy. to an Iron Pin w/cap #3499 (set);

THENCE North 57 degrees 14 minutes 30 seconds East for a distance of 133.18 feet continuing with the east right-of-way of U. S. Hwy. 45 to an Iron Pin w/cap #3499 (set) on the south side of East Baldree Road;

THENCE North 83 degrees 48 minutes 26 seconds East for a distance of 292.02 feet with the south side of East Baldree Road to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 4:

Tax ID No: 066.00.00.080.00

Parcel contains 177.43 acres

BEGINNING at a steel rod set in the northeast corner of the southeast quarter of Section 17, T5N R1E. Thence N 88° 43' 14" W, 50.62 feet to a point. Thence S 1° 16' 46" W, 10.91 feet to a steel rod set at the base of a wood post in the south line of the Baldree Road. Thence N 88° 43' 14" W, 2661.35 feet along the south line of the Baldree Road and generally a fence line to a steel rod set at the base of an 18 inch square wood post, a corner to the Jean G. Crawford land. Thence S 1° 35' 53" W, 2848.56 feet, generally along a fence line, the east boundary of the Jean G. Crawford land of record in Deed Book 265 Page 668 and Deed Book 288 Page 27 and Terry Leonard property of record in Deed Book 167 Page 575 and crossing the south line of the southeast quarter of Section 17 to a steel rod set at the base of a wood post. Thence S 88° 15' 29" E, 2707.52 feet, and generally along a fence, the north boundary line of the land of Kenneth Thurston of record in Deed Book 341 Page 77 to a steel rod set at the base of a wood post in the west line of the Baldree Road. Thence N 1° 25' 23" E, 2834.99 feet along the west line of said road and generally a fence to a steel rod set at the base of a wood post. Thence N 45° 15' 41" W, 51.44 feet along a long chord to a 45° curve in the west line of the said road to the POINT OF BEGINNING and CONTAINING 177.43 ACRES, more or less, according to a survey by D. O. Sullivan, PLS #1606 on September 18, 1998.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 5:

Tax ID No: 067.00.00.108.00

Parcel contains 2.0 acres

Parcel 6:

Tax ID No: 067.00.00.107.00

Parcel contains 15.79 acres

Parcel 7:

Tax ID No: 067.00.00.106.00

Parcel contains 5.0 acres

Parcels 5, 6 and 7 Common Legal Description

A certain tract of land contiguous to the north right of way line of Pittman Road and the east right of way line of US 45 Highway north of Folsomdale, Graves County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron rod" is a set 5/8 inch diameter steel reinforcing bar, 30 inches in length, with a yellow plastic cap stamped "D.O. SULLIVAN 1606". All bearings stated herein are referred to the magnetic meridian and taken from Deed Book 385 Page 59.

BEGINNING at an iron rod set in the southwest corner of this description and on the north right of way line of the Pittman Road. Said iron rod set 450.45 feet on a line that is 20 feet north from and parallel to the centerline of Pittman Road. THENCE N 00° 11' 00" E, 251.02 feet to an iron rod set in David Leonards northeast corner (Exception shown in DB 385 PG 59). THENCE S 89° 16' 01" W, 281.9~ feet to an iron rod set on the east right of way line of US 45 Highway. THENCE along the east right of way line, which is a line that is 9 inches east from and parallel to the existing right of way fence and bears N 09° 29' 27"E, 1324.95 feet to an iron rod set in the northwest corner of this description and the J.G. Crawford southwest corner (DB 280 PG 827). THENCE S 89° 04' 57" E, 737.75 feet along the Crawford south line to an iron rod set in the northeast corner of this description and set on the east line of Mark Crawford (DB 377 PG 67). THENCE S 00° 04' 34" E, 269.24 feet to an iron rod set in the Crawford southwest corner. THENCE S 88° 31' 00" E, 25.71 feet to an iron rod set in Kenneth Thurston's northwest corner. THENCE S 00° 47' 17" W, 507.34 feet to an iron rod set in Thurston's corner. THENCE N 88° 55' 33" W, 302.39 feet to an iron rod set in Thurston's corner. THENCE S 00° 50' 22" E, 836.90 feet along

Thurston's west line to an iron rod set on the north line of Pittman Road. Said iron rod set 20 feet northerly from and at a right angle to the centerline of the road. THENCE N 67° 19' 40" W, 83.23 feet to an iron rod set on the David Cissell east line and the north line of the road. THENCE N 00° 00' 41" E, 344.09 feet to an iron rod set in David Cissell's northeast corner (DB 326 PG 50). THENCE N 86° 23' 13" W, 243.92 feet to an iron rod set in Cissell's northwest corner. THENCE S 00° 44' 41" W, 329.13 feet along Cissell's west line to an iron rod set on the northline of Pittman Road. Said iron rod set 20 feet northerly from and at a right angle to the centerline of the road. THENCE N 87° 20' 28" W, 79.45 feet to the **POINT OF BEGINNING AND CONTAINING 22.79 ACRES**, more or less according to a survey by D.O. SULLIVAN, PLS# 1606 on May 15, 2002 and being part of the land of record in Deed Book 169 Page 575.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 842.

Parcel 8:

Tax ID No: 067.00.00.109.00

Parcel contains 1.5 acres

A certain tract of land situated on the east side of US 45 Highway and the north side of the Pittman Road in the community of Folsomdale, Graves County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron rod" is a set 5/8 inch diameter steel reinforcing bar, 30 inches in length, with a yellow plastic cap stamped "D.O. Sullivan 1606." All bearings stated herein are referred to the magnetic meridian and taken from the east side of the parent tract of record in Deed Book 301, Page 716, in the records of Graves County, Kentucky.

BEGINNING at the northwest corner of a 6 inch x 6 inch concrete right-of-way marker found at the end of the east Access Control Fence of US 45 Highway on the north side of the Pittman Road. THENCE N 37° 36' 20" W, 65.11 feet along said east right-of-way fence to an angle point; thence N 9° 27' 25" E, 149.29 feet on a line 9 inches from and parallel to said fence to an iron rod set in the northwest corner of this description and a new corner to the Terry Leonard and David Leonard Land, (DB 301, PG 715); thence serving the Leonard land at N 89° 16' 01" E and passing over an iron rod at 196.24 feet to an iron rod set 8 feet south of the southwest corner of a barn, and passing over an iron rod at 71.88 feet set 8 feet east and 8 feet south of the southeast corner of said barn, in all 281.98 feet to an iron rod set in the north line of the parent tract, the northeast corner of this description and a new corner of the Leonard land; thence S 0° 11' 00" W, 251.02 feet along the east line

acre tract of Rube Rives; thence at right angles and in a northerly direction along the line of said Rives 118 poles, more or less, to the beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 837.

Parcel 9:

Tax ID No: 067.00.00.105.00

Parcel contains 1.94 acres

Beginning at a point in the north right of way line of Roy Pittman Road, said point being located in an easterly direction, ± 531.0 feet from the centerline of the eastbound lane of New U. S. Highway No. 45; thence in a northerly direction, 335.0 feet to a point; thence with an interior angle of 87° 08' and in an easterly direction, 244.0 feet to a point; thence with an interior angle of 93° 36' and in a southerly direction 353.29 feet to a point in the north right of way line of Roy Pittman Road; thence with an interior angle of 82° 16' and in a westerly direction along the north right of way line of Roy Pittman Road, 250.0 feet to the point of beginning.

The first and last call in the above description make an interior angle of 97° 00'. Said tract contains 1.94 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 846.

Parcel 10:

Tax ID No: 067.00.00.103.00

Parcel contains 38.72 acres

Being approximately 43 acres, more or less, being parts of the Northwest and Northeast Quarters of Section 20 T 5 R 1 E and more particularly described as follows:

Beginning at a point on the road known as Liberty Lane between the lands of Bob Mansker and the lands of C. D. Allcock and thence running North with the Mansker-Allcock line 91 poles and 19 links to a post; thence West 66 poles and 21 links to a post; thence South 30 poles 13 links to a post; thence West to a point 285 feet East of the Northwest corner of the

Allcock land; thence South 47 poles 13 ½ links to a point on the Liberty Lane Road 285 feet East of the Southwest corner of the Allcock land; thence running East with Liberty Lane to the point of beginning.

EXCEPT: Being 4.280 acres and being part of Deed Book 229, page 340, and being of record in the Graves County Court Clerk's Office and is more particularly described as follows:

Beginning at a point in the center of the Roy Pittman Road, said point located southeasterly 360.55 feet as measured along the centerline of the Roy Pittman Road from the southwest corner of the parent tract; thence South 87 degrees 29 minutes 21 seconds East, 287.74 feet to a point in the center of the Roy Pittman Road; thence North 7 degrees 22 minutes 14 seconds East, 648.62 feet to an iron pin and passing through an iron pin 15.15 feet from the center of the Roy Pittman Road; thence North 85 degrees 45 minutes 38 seconds West, 284.81 feet to an iron pin; thence South 7 degrees 34 minutes 23 seconds West, 657.44 feet to the point of beginning and passing through an iron pin 18.22 feet from said point of beginning and containing 4.280 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 833.

Parcel 11:

Tax ID No: 067.00.00.104.00

Parcel contains 4.28 acres

Being 4.280 acres and being part of Deed Book 229, Page 340, and being of record in the Graves County Court Clerk's Office and is more particularly described as follows:

Beginning at a point in the center of the Roy Pittman Road, said point located southeasterly 360.55 feet as measured along the centerline of the Roy Pittman Road from the southwest corner of the parent tract; thence South 87 degrees 29 minutes 21 seconds East, 287.74 feet to a point in the center of the Roy Pittman Road; thence North 7 degrees 22 minutes 14 seconds East, 648.62 feet to an iron pin and passing through an iron pin 15.15 feet from the center of the Roy Pittman Road; thence North 85 degrees 45 minutes 38 seconds West, 284.81 feet to an iron pin; thence South 7 degrees 34 minutes 23 seconds West, 657.44 feet to the point of beginning and passing through an iron pin 18.22 feet from said point of beginning and containing 4.280 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 415, Page 722.

Parcel 12:

Tax ID No: 067.00.00.098.00

Parcel contains 55.0 acres

Being 55 acres of land, more or less, in the NE Qr. of Sec 20 T5 R 1 E and more particularly described as beginning at a stone; thence south 3° E 91 poles 19 links to a stake at bridge; thence south 86° 15' W 96 poles 4 links to a stake; thence north 3° W 91 poles 19 links to a stake; thence north 86° 15' E 96 poles 4 links to the beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 833.

Parcel 13:

Tax ID No: 067.00.00.102.00

Parcel contains 20.0 acres

Being 20 acres of land, more or less, in the N.E. Qr. of Sec. 20, T 5, R 1 East and described as follows:

Beginning at a point approximately .9 of a mile from where the Old Boaz Road intersects U.S. Highway #45 on the south line of said road; thence East along the south line of said Road 921 feet, more or less, to a stake; thence South 963 feet, more or less, to a stake; thence West 921 feet, more or less, to a stake; thence North 1,128 feet, more or less, to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 416, Page 218.

Parcel 14:

Tax ID No: 067.00.00.101.00

Parcel contains 25.0 acres

By estimate 25 acres beginning at a stake on sixty acre line 77-7/10 poles west of the section line on Sec 20 Township 5 Range 1 East, running west 34 poles to a stake; thence south 118 poles to a stake parallel with section line, said land running across 2 sixty acre tracts of land, one off of the south side the northeast quarter of said section, the other off of the north side of the S. E. Quarter of said section.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 837.

Parcel 15:

Tax ID No: 067.00.00.100.00

Parcel contains 23.0 acres

By estimated twenty-three and one-half acres, beginning at a slab on sixty acre line 46 2/5 Poles west of section line of Section 20, Township 5, Range 1 East; thence West 31 2/3 poles to a stake; thence South 118 poles to a stake. The above described land runs across two sixty acre tracts, one off the south side of the Northeast Quarter Section, the other off the north side of the Southeast Quarter Section 20, Township 5, Range 1 East. The above described land must run parallel with Section line. Said property is also described as follows: Beginning at a stake in the Liberty Church Road at the northwest corner of the Rube Rives thirty-five acre tract; thence along the Liberty Church Road in a westerly direction 31 2/3 poles, more or less, to a stake, corner to the 25 acre tract formerly conveyed to Addie May Carney; thence at right angles and in a southerly direction along the line of the Addie May Carney 25 acre tract 118 poles to the southeast corner of said Addie May Carney tract; thence at right angles and in an easterly direction 31 2/3 poles, more or less, running parallel to the Liberty Church Road to the southwest corner of a 35

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 837.

Parcel 16:

Tax ID No: 067.00.00.099.00

Parcel contains 1.0 acre

ALSO: Being 1.00 acres out of a 17 more or less tract of land conveyed to Bobby Elwood Garnett and wife, Robbie Garnett (a 1/8 interest of which was conveyed) by Rudolph Ross Rives and wife, Ruby Rives, as recorded in Deed Book 196, Page 93, dated June 25, 1965. Said 1.00 acre is situated in the N W Qr. Section 20 T 5 R 1 E and is more particularly described as beginning at an iron pin on the south side of the Leon Baldree Road. Said iron pin being 105.95 feet west from the center and 20 feet south from the center of said road. Thence with the following bearings and distances to iron pin corners: South 55 deg. 44 min. 50 sec. West, 437.57 feet. North 1 deg. 30 min. West, 236.73 feet to the south side of Leon Baldree Road, 20 feet south from center of said road. North 88 deg. 30 min. East, 368.00 feet to the point of beginning and containing 1.00 acre.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 837.

Parcel 17:

Tax ID No: 067.00.00.097.00

Parcel contains 31.71 acres

Being 31.71 acres off the east side of the NE and SE Qrs. Of Section 20, T 5 N R 1 E and all the land situated on the west side of the Leon Baldree Road and bounded on the east and north by said road, conveyed to Bobby Elwood Garnett and wife, Robbie Garnett (a 1/8 interest of which was conveyed) by deed from Rudolph Ross Rives and wife, Ruby Rives, as recorded in Deed Book 196, Page 93, dated June 25, 1965, and is more particularly described as beginning at an iron pin in Carney Creek. Said iron pin being 20 feet west and 20 feet south from the center of said road where said road bears west toward Liberty Church. Thence with the following bearing and distances to iron pin corners. South 88 deg. 30 min. West, 85.95 feet. South 55 deg. 44 min. 50 sec. West, 437.57 feet. North 1 deg. 30 min. West, 236.73 feet. South 88 deg. 30 min. West, 293.76 feet. South 1 deg. 33 min. 22 sec. East, 1908.37 feet. North 88 deg. 12 min. 39 sec. East, 751.65 feet to west side of Leon Baldree Road, 20 feet west from the center of said road. North 2 deg. 6 min. 24 sec. West, 588.92 feet. North 1 deg. 28 min. 52 sec. West, 1315.69 feet to the point of beginning and containing 31.71 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 413, Page 837.

Parcel 18:

Tax ID No: 067.01.00.027.01

Parcel contains 14.0 acres

Parcel 19:

Tax ID No: 067.00.00.095.01

Parcel contains 35.58 acres

Parcel 20:

Tax ID No: 067.01.00.026.01

Parcel contains 0.2 acres

Parcels 18, 19 and 20 Common Legal Description

A 50.784 acre tract of real estate located on the west side of East Baldree Road (a.k.a. Leon Baldree Road) near the Folsomdale Community and being approximately 10 miles north of Mayfield and 0.75 miles east of U.S. Highway 45 in Graves County, Kentucky and with said 50.784 acre tract being more particularly described as:

Beginning at the southeast corner of the property herein described said corner being an Iron Pin & Cap #3499 set on the west side of East Baldree Road (a.k.a. Leon Baldree Rd.) 20 feet west of the centerline (r.o.w. assumed to be 40' for this survey - deeds for r.o.w. not found) said iron pin & cap bears N 00°52'09"E 531.3 feet from the centerline intersection of said East Baldree Road and Kentucky Highway 849;

THENCE North 86 degrees 45 minutes 30 seconds West for a distance of 253.05 feet along the north boundary of the Francis & Janice Jolly property (D.B. 274, Pg. 836 - see 1979 survey by Jack Gray) to an Existing 1" Iron Pipe (bent) found at the northwest corner of said Jolly property;

THENCE North 80 degrees 50 minutes 51 seconds West for a distance of 1339.87 feet along a new line and the remaining Glenn & Linnie Jo Beckham property (D.B. 173, Pg. 251, D.B. 212, Pg. 614, D.B. 232, Pg. 48, D.B. 302, Pg. 225) to an Iron Pin & Cap #3499 set near a fence corner;

THENCE North 86 degrees 30 minutes 30 seconds West for a distance of 406.39 feet along the north boundary of the Anselment property (D.B. 368, Pg. 461) and the Danny & Glenda Wright property (D.B. 407, Pg. 99) to a 6" Sassafras tree fence corner and being the southwest corner of the property herein described;

THENCE North 03 degrees 39 minutes 54 seconds East for a distance of 923.21 feet along the east boundary of the said Wright property to an Iron Pin & Cap #3499 set near a fence corner;

THENCE South 88 degrees 02 minutes 42 seconds East for a distance of 38.91 feet along a southern boundary of the Loy & Helen Wilson property (D.B. 231, Pg. 52, D.B. 230, Pg. 226) to an Iron Pin & Cap #3499 set near a fence corner;

THENCE North 04 degrees 51 minutes 13 seconds East for a distance of 146.02 feet along an easterly boundary of the said Wilson property to an Iron Pin & Cap #3499 set and being the northwest corner of the property herein described;

THENCE South 87 degrees 31 minutes 03 seconds East for a distance of 94.02 feet continuing with the said Wilson boundary to an Existing Iron Pin & Cap #1606 found at the southwest corner of the Terry & Sandra Leonard & David & Luncle Leonard property (D.B. 263, Pg. 411, D.B. 305, Pg. 662) to an Iron Pin & Cap #3499 set at the southwest corner of the David & Luncle Leonard property (D.B. 384, Pg. 699);

THENCE South 87 degrees 31 minutes 04 seconds East for a distance of 1488.82 feet continuing with the said Leonard boundary to an Iron Pin & Cap #3499 set approximately 373.13 feet west of the centerline of East Baldree Road and being at the northwest corner of the Jennifer Houser Beckham property (D.B. 375, Pg. 773, D.B. 381, Pg. 767);

THENCE South 03 degrees 34 minutes 55 seconds West for a distance of 169.21 feet along the west boundary of said Beckham to an Existing 2" Channel Iron;

THENCE South 87 degrees 31 minutes 04 seconds East for a distance of 354.91 feet along the south boundary of said Beckham to an Iron Pin & Cap #3499 set on the west side of East Baldree Road (20' west of centerline);

THENCE South 02 degrees 58 minutes 43 seconds West for a distance of 858.11 feet along the west side of said East Baldree Road to an Iron Pin & Cap #3499 set;

THENCE South 02 degrees 44 minutes 07 seconds West for a distance of 208.16 feet continuing along the west side of East Baldree Road to the point of beginning and containing 50.784 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 416, Page 342 and thereafter by Deed Book 423, Page 463.

Parcel 21:

Tax ID No: 067.00.00.096.01

Parcel contains 0.3 acres

Beginning at the Northwest corner of the land conveyed to Jennifer Marie Beckham by deed recorded in Deed Book 375, Page 773, said point being 264 feet West of a stake in the Baldree Road right of way, which is the Northeast corner of the said Jennifer Marie Beckham land, thence West along the North line of the land of Glenn W. Beckham and wife, Linnie Jo Beckham, which is bounded on the North by the Leonard Bros. Farm, 100 feet to a stake; thence South across the Glenn W. Beckham and Linnie Jo Beckham land 167 feet to a stake; thence East along a line parallel with the North line of the Glenn W. Beckham and Linnie Jo Beckham land 100 feet to the Southwest corner of said Jennifer Marie Beckham land; thence North along the West boundary of said Jennifer Marie Beckham land 167 feet to the point of beginning and containing 1/3 acre, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 415, Page 716.

Parcel 22:

Tax ID No: 067.00.00.096.00

Parcel contains 1.0 acre

Being 1 acre of land lying in the SE Qr. of Sec. 20 T 5 R 1 E and being more particularly described as follows:

Beginning at a stake in the Baldree Road right-of-way and also being the northeast corner of the land of Glenn W. Beckham and wife, Linnie Jo Beckham which is bounded on the East side by Baldree Road and on the North by the Leonard brothers farm, thence West along the North line of the Beckham land 264 feet to a stake; thence South across the Beckham land 167 feet to a stake; thence East along a line parallel with the North line of the Beckham land 264 feet to the Baldree Road right-of-way; thence North along the Baldree Road right-of-way 167 feet to the point of beginning and containing 1 acre more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 415, Page 716.

Parcel 23:

Tax ID No: 083.00.00.075.00

Parcel contains 182.72 acres

BEGINNING at a steel rod set in the northwest corner of the southwest quarter of Section 16, T5NR1E. Thence N 85° 15' 00" E, 16.5 feet to a steel rod set in the north line of the said quarter and the east line of the Baldree Road. Thence S 1° 40' 41" W, 2126.88 feet along the east line of the Baldree Road and generally a fence to a ½ inch steel rod found and a steel rod set in the southwest corner of this description and the northwest corner of the David Ray land

of record in Deed Book 347 Page 672 in the records of the Gray. Thence N 85° 58' 36" E, 4146.58 feet along the Ray north line and a steel rod set in the center of a slough a corner to the Ray land. Thence generally a slough to steel rods set at meandering calls 10 a steel rod set in the southwest quarter of Section 16 as follows:

N 10° 22' 36" E, 83.23 feet
N 3° 29' 41" W, 98.43 feet
N 2° 41' 14" W, 301.80 feet
N 44° 59' 47" W, 110.46 feet
N 47° 13' 51" W, 287.37 feet
N 29° 07' 58" W, 234.49 feet
N 38° 16' 04" W, 225.47 feet
N 34° 32' 38" W, 203.46 feet
N 68° 15' 45" W, 39.96 feet
N 66° 13' 07" W, 122.65 feet
N 46° 41' 02" W, 168.93 feet
N 47° 05' 13" W, 436.31 feet
N 10° 46' 12" W, 240.33 feet

Thence S 86° 15' 00" W, passing over a steel rod set in the northeast quarter of Section 16, at 137.51 feet, in all 2807.46 feet along the south line of the point of BEGINNING AND CONTAINING 174.27 ACRES, more or less, as surveyed by D. O. Sullivan #1606 on September 18, 1998.

Also,

BEGINNING at a steel rod set in the southwest corner of the north quarter of Section 16, T5NR1E. Thence N 86° 15' 00" E, 1381.05 feet along the south line of Section 16 to a point, same being the southwest corner of a 20 acre parcel of record in Deed Book 211 Page 283. Thence N 1° 54' 41" E, 653.04 feet along the east line of Deed Book 211, Page 283 to a steel rod set in the northwest corner of the said parcel of record in Deed Book 211, Page 283. Thence N 0° 07' 42" E, 1375.70 feet along the east line of Larry Wilson of record in Deed Book 277 Page 228 and generally a fence to a steel rod set in the northeast corner of this description. Thence S 87° 47' 30" W, generally a fence line and the south line of the land of Larry Wilson of record in Deed Book 277 Page 228 and Deed Book 176 Page 33 to a steel rod set in the southwest corner of this description and a corner to the Wilson land. Thence S 1° 30' 10" W, generally a fence and the west line of the Wilson land to the point of BEGINNING AND CONTAINING 64.34 ACRES, more or less, according to a survey by D. O. Sullivan #1606 on September 18, 1998.

EXCEPT

A 43.178 acre tract of land lying approximately 0.6 miles east of U.S. Highway 45 and approximately 0.15 miles north of East Baldree Road (a.k.a. Leon Baldree Road) on the north side of the Folsomdale Community in Graves County, Kentucky, and with said 43.178 acres being more particularly described as:

Beginning at an Existing Iron Pin & Cap #1606 found on the south side of East Pittman Road, approximately 16.7 feet south of the centerline and approximately 506 feet east of the centerline of U.S. Highway 45 said iron pin & cap being at the northwest corner of Tract I of Parcel II of the Purchase Area Regional Industrial Authority, Inc. property (formerly Crawford property) as described in D.B. 420, Pg. 51; THENCE South 87 degrees 12 minutes 03 seconds East for a distance of 2661.55 feet along the south side of East Baldree Road and the north side of said Tract I of Parcel II to an Iron Pin & Cap #3499, said iron pin & cap being set at the beginning of a curve where East Baldree Road turns and runs in a southerly direction; THENCE North 80 degrees 05 minutes 53 seconds East for a distance of 51.87 feet crossing East Baldree Road to a 5/8" Rebar Iron Pin at the southwest corner of Tract III of Parcel II of the same Purchase Area Regional Industrial Authority, Inc. property described in D.B. 420, Pg. 51, and being the southwest corner of the tract of which the herein described 43.178 acres is a part of; THENCE

North 02 degrees 37 minutes 53 seconds East for a distance of 687.63 feet along the west boundary of said Tract III of Parcel II and the east boundary Tract V of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Iron Pin & Cap #3499 set and being the TRUE POINT OF BEGINNING of the herein described property;

THENCE North 02 degrees 37 minutes 53 seconds East for a distance of 1377.79 feet continuing along the west boundary of said Tract III of Parcel II and the east boundary Tract V of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the northwest corner of the herein described property;

THENCE North 88 degrees 37 minutes 56 seconds East for a distance of 1352.83 feet continuing along the north boundary of said Tract III of Parcel II and a southerly boundary of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the northeast corner of the herein described property;

THENCE South 01 degrees 19 minutes 07 seconds West for a distance of 1375.58 feet continuing along the east boundary of said Tract III of Parcel II and a westerly boundary of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the southeast corner of the herein described property;

THENCE South 88 degrees 37 minutes 00 seconds West for a distance of 1384.45 feet along a new line and the north boundary of the remaining portion of said Tract III of Parcel II of the Purchase Area Regional Industrial Authority, Inc. property to the point of beginning, and containing 43.178 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 24:

Tax ID No: 083.00.00.075.00

Parcel contains 19.14 acres

BEGINNING at a steel rod set in the southwest corner of the northwest quarter of Section 16, T5NR1E. Thence N 86° 15' 00" E, 1381.05 feet along the south line of said quarter to a point in the southwest corner of this description. Thence continuing along the south line of said quarter at N 86° 15' 00" E, 1305.40 feet to a steel rod set in the southeast corner of the northwest quarter to Section 16 and a corner to the Larry Wilson land of record in Deed Book 207 Page 289. Thence N 1° 37' 25" E, along the east line of said quarter and the west line of the Wilson land and passing over a steel rod set at 412.5 feet, in all 631.77 feet to a steel rod set in the northeast corner of this description and on the west line of Harold Sides of record in Deed Book 156 Page 386 and a corner to the Larry Wilson land of record in Deed Book 277 Page 228. Thence S 87° 10' 09" W and passing over a steel rod set at 360.61 feet on the east bank of a slough, in all 939.72 feet along the south line of the Wilson land to a steel rod set at the base of a wood post. Thence S 10° 54' 41" W, 653.04 feet to the POINT OF BEGINNING AND CONTAINING 19.14 ACRES, more or less, according to a survey by D. O. Sullivan, #1606, dated September 18, 1998.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 25:

Tax ID No: 083.00.00.077.00

Parcel contains 8.9 acres

BEGINNING at a steel rod set in the southeast corner of the northwest quarter of Section 16, T5NR1E. Thence N 1° 37' 25" E, 412.5 feet along the east line of said quarter and along Larry Wilson's west line of record in Deed Book 207 Page 289 to a steel rod set in the southwest corner of this description and the northwest corner of the Wilson land. Thence N 1° 37' 25" E, along the east line of said northwest quarter and passing over a steel rod set in the northeast corner of other land of Harold Sides of record in Deed Book 211 Page 283 at, 219.27 feet, in all 406 feet to a steel rod set in the northwest corner of this description and a corner to the Larry Wilson land of record in Deed Book 221 Page 228. Thence N 86° 15' 00" E, along the Wilson south line and passing over a witness steel rod at 736.33 feet, in all 846 feet to a point in the center of the Mayfield Creek drainage canal. Thence up the center of said creek at S 29° 06' 01" E, 445.46 feet to a point. Thence S 86° 15' 00" W, along the land of Larry Wilson of record in Deed Book 207 Page 289 and passing over a witness steel rod set at 108.79 feet, in all 962.43 feet along the Wilson north line to the POINT OF BEGINNING AND CONTAINING 8.90 ACRES, more or less, according to a survey performed by D. O. Sullivan, PLS #1606 on September 18, 1998.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 26:

Tax ID No: 083.00.00.076.00

Parcel contains 11.133 acres

A 11.133 acre tract of land lying approximately 1.1 miles east of U.S. Highway 45, approximately 0.50 miles east of East Baldree Road (a.k.a. Leon Baldree Road), and lying on the west side of Mayfield Creek near the north side of the Folsomdale Community in Graves County, Kentucky and said 11.133 acres being more particularly described as:

Beginning at an Existing Iron Pin & Cap #1606 found on the south side of East Pittman Road, approximately 16.7 feet south of the centerline and approximately 506 feet east of the centerline of U.S. Highway 45 said iron pin & cap being at the northwest corner of Tract I of Parcel II of the Purchase Area Regional Industrial Authority, Inc. property (formerly Crawford property) as described in D.B. 420, Pg. 51; THENCE South 87 degrees 12 minutes 03 seconds East for a distance of 2661.55' feet along the south side of East Baldree Road and the north side of said Tract I of Parcel II to an Iron Pin & Cap #3499, said iron pin & cap being set at the beginning of a curve where East Baldree Road turns and runs in a southerly direction; THENCE North 80 degrees 05 minutes 53 seconds East for a distance of 51.87 feet crossing East Baldree Road to a 5/8" Rebar Iron Pin at the southwest corner of Tract III of Parcel II of the same Purchase Area Regional Industrial Authority, Inc. property described in D.B. 420, Pg. 51, THENCE North 87 degrees 25 minutes 01 seconds East for a distance of 16.43 feet along the south side of said Tract III of Parcel II to an iron pin & cap #1606; THENCE North 87 degrees 25 minutes 44 seconds East for a distance of 2669.93 continuing along the south boundary of said TRACT III of Parcel II and the south boundary of TRACT V of said Parcel II to an Existing Iron Pin & Cap #1606 found at the southwest corner and the TRUE POINT OF BEGINNING of the herein described property;

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 455, Page 462.

Parcel 27:

Tax ID No: 083.00.00.074.00

Parcel contains 19.97 acres

BEGINNING at a steel rod set in the southwest corner of the northeast quarter of Section 16 T5NR1E. Thence N 86° 15' 00" E, 137.51 feet to a point in the center of a slough at the northwest corner of this description. Thence N 86° 15' 00" E along the south line of the Larry Wilson land of record in Deed Book 207 Page 289 and passing through a 30 inch oak tree 926.17 feet, marked with 1 set of 2 hacks on each side and passing a witness steel rod set at 57 feet on the west bank of Mayfield Creek drainage canal, in all 1037.64 feet to a point in the center of said creek. Thence up the center of said creek at S 29° 06' 01E, 824.51 feet to a point. Thence S 85° 44' 57" Wand passing over a witness steel rod set at 52.60 feet on the west bank of said creek, in all 939.65 feet along David Ray's north line to a steel rod set in the center of a slough. Thence down the center of said slough to points of meandering calls as follows:

N 68° 15' 45" W, 39.96 feet
N 66° 13' 07" W, 122.65 feet
N 46° 41' 02 W, 168.93 feet

N 47° 05' 13" W, 436.31 feet

Thence N 10° 46' 12" W, 240.33 feet to the POINT OF BEGINNING AND CONTAINING 19.97 ACRES, more or less, according to a survey by D. O. Sullivan #1606 dated September 18, 1998.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

Parcel 28:

Tax ID No: 083.00.00.072.00

Parcel contains 116.21 acres

A 116.21 acre parcel of land as per March, 1994 survey of Art Travis, KYLS #1933 and located approximately 1 mile northeast of the Folsomdale community of Graves County, Kentucky, and more particularly described as beginning at the southwest corner of the property herein conveyed; said corner being a 1/2 inch round steel pin set 20.00 feet east of the Leon Baldree Road centerline and being north 01 deg. 30 min. 37 sec. East - 1673.89 feet from the intersection of the centerline of the Leon Baldree Road and the centerline of the Roy Pitman Road.

Thence: North 00 deg. 36 min. 17 sec. East - 595.60 feet along the east right of way of the Leon Baldree Road to a 1/2 inch round steel pin set 20.00 feet east of the centerline of the Leon Baldree Road and being the Northwest corner of the property herein conveyed and the southwest corner of the Harold Sides property as described in Deed Book 177, Page 568, Graves County Court Clerk's Office.

Thence: North 85 deg. 11 min. 50 sec. East - 4162.38 feet generally along the south fence line of the Harold Sides property as described in Deed Book 177, Page 568, Graves County Court Clerk's Office, to the center of a slough.

Thence: North 01 deg. 52 min. 57 sec. East - 60.42 feet generally along the center of said slough to a point.

Thence: North 02 deg. 23 min. 29 sec. West - 81.04 feet generally along the center of said slough to a point.

Thence: North 04 deg. 44 min. 22 sec. East - 310.97 feet general along the center of said slough to a point.

Thence: North 44 deg. 56 min. 57 sec. West - 430.35 feet generally along the center of said slough to a point.

Thence: North 17 deg. 44 min. 40 sec. West - 151.86 feet generally along the center of said slough to a point.

- Thence: North 40 deg. 00 min. 44 sec. West - 534.58 feet generally along the center of said slough to a point and being a corner of the property herein described.
- Thence: North 85 deg. 39 min. 01 sec. East - 25.06 feet generally along the north fence line of the property herein described to a 1/2 inch iron pin set on the east bank of said slough and being a witness pin of the property herein described.
- Thence: North 85 deg. 39 min. 01 sec. East - 890.13 feet generally along the north fence line of the Harold Sides property as described in Deed Book 177, Page 568, Graves County Court Clerk's Office, to a point in the center of Mayfield Creek and being the northeast corner of the property herein described.
- Thence: South 29 deg. 49 min. 58 sec. East - 2126.20 feet generally along the centerline of the Mayfield Creek to a point, said point being the southeast corner of the property herein described.
- Thence: South 85 deg. 50 min. 00 sec. West - 2280.81 feet along the north property lines of the Cloys Wilson as described in Deed Book 295, page 561; and the James Milton Davenport property as described in Deed Book 210, Page 344, Graves County Court Clerk's Office; and the Charlie Thurston property as described in Deed Book 280, Page 513, Graves County Court Clerk's Office; to a 1/2 inch round steel pin and cap found, said pin being the northwest corner of the Thurston property and the northeast corner of the Michael Kevin Davenport property as described in Deed Book 318, Page 230, Graves County Court Clerk's Office.
- Thence: South 85 deg. 50 min. 00 sec. West - 518.63 feet along the north property line of the Davenport property to a 1/2 inch round steel pin and cap found at the northwest corner of the Davenport property.
- Thence: South 00 deg. 20 min. 00 sec. West - 325.86 feet along the West property line of the Michael Davenport property to a 1/2 inch round steel pin set at the northeast corner of the Michael Davenport property as described in Deed Book 318, Page 230, Graves County Court Clerk's Office.
- Thence: South 85 deg. 50 min. 00 sec. West - 166.00 feet to a 1/2 inch round steel pin set at the northwest corner of the Davenport property.
- Thence: South 83 deg. 48 min. 04 sec. West - 996.04 feet along the north property line of the Elgie Hendon property as described in Deed Book 313, Page 593, Graves County Court Clerk's Office to the center of a 36 inch tree stump and being the northwest corner of the Hendon property and a corner of the property herein described.
- Thence: South 02 deg. 42 min. 14 sec. West - 326.76 feet along the West property line of the Elgie Hendon property to a 36 inch Red oak corner tree and being a corner of the Hendon property and a point in the north line of the Charlie Thurston property as described in Deed Book 159, Page 462, Graves County Court Clerk's Office.
- Thence: South 84 deg. 29 min. 32 sec. West - 863.20 feet along the north line of the Charlie Thurston property to a 5/8 inch round steel pin set at the northwest corner of the Charlie Thurston property as described in Deed Book 280, Page 791, Graves County Court Clerk's Office, and the northeast corner of the Charlie Thurston property as described in Deed Book 244, page 58, Graves County Court Clerk's Office, and being the southeast corner of the Charlie Thurston property as described in Deed Book 278, Page 480, Graves County Court Clerk's Office.
- Thence: North 01 deg. 08 min. 53 sec. East - 633.97 feet along the east property line of the Charlie Thurston property as described in Deed Book 278, Page 480, Graves County Court Clerk's Office, to a 4 inch round creosote post found at the northeast corner of the Thurston property.
- Thence: South 85 deg. 08 min. 22 sec. West - 645.21 feet along the north line of the Thurston property to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 416, Page 337.

Parcel 29:

Tax ID No: 083.00.00.071.00

Parcel contains 10.0 acres

A ten (10) acre tract of land, more particularly described as follows: Being a part of the Northwest Quarter of Section 21 T 5 R 1 E, beginning at a sweetgum on the west line of said Section 21; thence North 83 degrees East 39 poles 17 1/2 links to a stake; thence south 4 degrees East 40 poles and 7 links to a stone; thence South 81 degrees 30 minutes West 39 poles 21 2/3 links to a stake; thence north 3 degrees west 40 poles and 19 links to the beginning, containing ten (10) acres and nine (9) poles, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 580.

Parcel 30:

Tax ID No: 083.00.00.061.00

Parcel contains 15.0 acres

Lot numbered six (6) in the division of the lands of R. T. Adams made by his last will and testament, recorded in will book B at page 398, Office of the Clerk of the Court in and for the County of Graves, State of Kentucky, being a part of the Northwest one-quarter (NW 1/4) of Section 21, Township 5, Range 1 East, and more particularly described as beginning at the Southwest corner of said lot; thence North 63 poles; thence East 38 poles 2 1/2 links; thence South 63 poles; thence West 38 poles 2 1/2 links to the point of origin, and containing 15 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 580.

Parcel 31:

Tax ID No: 083.00.00.062.00

Parcel contains 2.6 acres

Being a small tract or parcel of land containing 2 and 6/10 acres, more or less, and coming out of the southwest corner of the tract of land containing 15 acres and 4/10 poles, which was conveyed to E. T. Ledbetter, et ux, by deed dated December 6, 1954, recorded in Deed Book 159, Page 461, in Graves County Court Clerk's Office.

The above 2 and 6/10 acres of land conveyed by this deed being more particularly described as follows: Beginning at the Southwest corner of the above described 15 and 4/10 pole tract at a post; running thence east 315 feet to a stake; thence North 500 feet to a stake; thence West 200 feet to a stake; thence South to Carney Creek; thence in a Southwesterly direction with the meanderings of said creek to the East line of the above 15 and 4/10 pole tract referred to above; thence with said west line south 100 feet to beginning, this tract is estimated to contain 2 and 6/10 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 580.

Parcel 32:

Tax ID No: 083.00.00.063.00

Parcel contains 13.0 acres

TRACT III:

That tract of land situated in the north west quarter of section 21 T 5 R 1 East and being more particularly described as follows: Beginning at a post at Charlie and Elwanda Thurston's north east corner, the same being in Felix Dillingham's south line and being about 75 poles east and about 38 poles south from the north west corner of the north west quarter of said section 21, and running thence south 4° E st 63 poles to a stake on the north line of the road; thence north 78 1/2° east 39 2/5 poles to a stake; thence north 4° West 63 1/4 poles to a post; thence south 78 1/2° West and along Dillingham's south line 39 poles to the beginning; containing 15 and 4/10 acres all distances an acreage being more or less. The above described property is bounded on the west and south by land of Charlie and Elwanda Thurston, on the east by the land of Laketon Jones and on the north in part by land of Laketon Jones, in part of land by Felix Dillingham, said property is conveyed subject to legal Highways. Said property is conveyed with all benefits of all appurtenances thereunto belonging.

EXCEPT: There is excepted and not conveyed by this deed the following described parcel or tract of land out of the south west corner of the above said tract of land and being described as follows: Beginning at the southwest corner of the above described tract of land at a post running thence east 315 feet to a stake; thence north 500 feet to a stake; thence west 200 feet to a stake; thence south to a Carney Creek; thence in a south westerly direction with the meanderings of said creek to the west line of the tract first described in this deed; thence with said West line south 100 feet to the beginning. This tract is estimated to contain approximately 2 and 6/10 acres more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 850.

Parcel 33:

Tax ID No: 083.00.00.064.00

Parcel contains 22.598 acres

Being 22.598 acres as shown on a plat prepared by Geotech Engineering and Testing of Murray, Kentucky on September 30, 2003 and of record in Plat Cabinet D, Slide 327, Graves County Court Clerk's Office and with said 22.598 acres being located approximately 2,200 feet east of East Baldree Road and 4,400 feet north of Kentucky Highway #849 in Graves County, Kentucky and with said 22.598 acres being more particularly described as follows:

Beginning at a #4 rebar (found) at the northwest corner of the Michael K. Davenport property (D.B. 318 Page 230 Tract VI), said rebar being also located North 27 degrees 57 minutes 59 seconds East 5899.90 feet from the centerline intersections of East Baldree Road and Kentucky Highway 849 and is the northeast corner of the herein described tract of land:

THENCE South 02 degrees 07 minutes 48 seconds West for a distance of 347.98 feet with the west line of Davenport to an Iron Pin with cap (found),

THENCE South 03 degrees 20 minutes 16 seconds West for a distance of 1037.37 feet continuing with the Michael K. Davenport property to a 5/8" rebar (found) on the north line of the James Davenport property (D.B. 379 PG. 291, D.B. 188 PG. 473, D.B. 227 PG. 645), said rebar being the southeast corner of the herein described tract;

THENCE South 85 degrees 44 minutes 46 seconds West for a distance of 627.00 feet with the north line of said James Davenport property to an Iron Pin with cap #3499 (set) in the east line of the Elwanda Thurman property (D.B. 285 PG. 152, D.B. 280 PG. 791, D.B. 278 PG. 480, D.B. 159 PG. 462), said pin being also located North 85 degrees 44 minutes 46 seconds East 15.27 feet from an Iron Pin with cap #3499 (set) at the northwest corner of James Davenport;

THENCE North 03 degrees 20 minutes 16 seconds East for a distance of 1056.12 feet with the east line of Thurman to an Iron Pin with cap #3499 (set);

THENCE South 86 degrees 35 minutes 00 seconds West for a distance of 384.10 feet with a south line of Thurman to a 37" Red Oak Tree at a common corner of the John Ray property (D.B. 347 PG. 672);

THENCE North 04 degrees 45 minutes 59 seconds East for a distance of 326.76 feet with the south line of Ray to an Iron Pin with cap #3499 (set) 2.05 feet west of an existing steel fence post;

THENCE North 85 degrees 48 minutes 32 seconds East for a distance of 996.04 feet continuing with the south line of Ray to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 421, Page 171.

Parcel 34:

Tax ID No: 083.00.00.067.00

Parcel contains 7.1 acres

Beginning at a point in the Northwest corner of the Lin Nall 98 acre tract; thence South 1-50' West 670 feet, Northeast corner of A. T. Adams 29 acre tract; thence South 85-30' West 490 feet to the Southeast corner of R. E. Rives 8 acre tract; thence North 6-15' East 690 feet to Rives Northeast corner; thence North 86-40' East 420 feet to the point of beginning and containing 7.1 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 580.

Parcel 35:

Tax ID No: 083.00.00.070.00

Parcel contains 2.8858 acres

TRACT I:

Being 2.8858 acres of land and being in all respects the land conveyed to Cloys M. Wilson and wife, Eva Mae Wilson by deed from Charles W. Whitlow and wife, Betty Whitlow of record in Deed Book 295, Page 361 lodged in the Graves County Court Clerk's Office and is more particularly described as follows: Beginning at an iron pin set in the northeast corner of Section 21 and the northwest corner of Section 22 T5NR1E, thence South 00 degrees 20 minutes 20 seconds West, 498.08 feet along the section line separating Sections 21 and 22 and generally a fence line to an iron pin set in Douglas A. Wilson's northwest corner. Thence along Douglas A. Wilson's north line, of record in Deed Book 326, Page 253 at South 86 degrees 49 minutes 40 seconds East, passing a witness iron pin set 323.54 feet, 404.25 feet to a point in the physical center of Mayfield Creek. Thence North 30 degrees 11 minutes 44 seconds West, 595.66 feet along the physical center of said creek to a point. Thence North 86 degrees 49 minutes 40 seconds West, passing a witness iron pin at 60 feet, 101.25 feet along the north line of Section 22 to the point of beginning and containing 2.8858 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 524.

Parcel 36:

Tax ID No: 083.00.00.069.00

Parcel contains 6.273 acres

TRACT II:

Being 6.2763 acres of land and being in all respects the land conveyed to Douglas A. Wilson and wife, Paulette Wilson by deed from Eva Mae Wilson, a widow, of record in Deed Book 326, page 252 lodged in the Graves County Court Clerk's Office and is more particularly described as follows: Beginning at an iron pin set in the northeast corner of Section 21 and the northwest corner of Section 22 T5NR1E. Thence South 00 degrees 20 minutes 20 seconds West 498.08 feet along the Section Line separating Section 21 and 22 to an iron pin set in the northwest corner of this conveyance, same being the southwest corner of Eva Mae Wilson land of record in Deed Book 295, Page 361 and the true point of beginning for this conveyance. Thence continuing South 00 degrees 20 minutes 20 seconds West, 505 feet along the Section Line separating Sections 21 and 22 and generally a fence line to an iron pin set in the southwest corner of this conveyance. Thence along the north line of the Milton Davenport land of record in Deed book 258, page 564 at South 85 degrees 34 minutes 40 seconds East, passing a witness iron pin set 579.02 feet, 669.07 feet to the physical center of Mayfield Creek. Thence North 25 degrees 59 minutes 31 seconds West, 594.32 feet to a point in the center of said creek. Thence along Eva Mae Wilson's south line at North 86 degrees 49 minutes 40 seconds West, passing a witness iron pin, 80.71 feet, 404.25 feet to the point of beginning and containing 6.2763 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 524.

Parcel 37:

Tax ID No: 083.00.00.060.00

Parcel contains 56.0 acres

TRACT VII:

Being 55 acres of land, more or less, in the N W Qr of Sec 21 T 5 R 1 E and described as beginning at the south west corner of the quarter; thence north with the section line, 57 rods; thence east 38 rods, 2 1/2 links; thence north 63 rods; thence east 38 rods 2 1/2 links; thence south 63 rods; thence east 33-4/5 rods; thence south 57 rods to the south line of the quarter; thence west with the quarter section line, 110 poles to the beginning.

Being the same real estate conveyed to Charlie Thurston and wife, Elwanda Thurston from R A Chapman and wife, Esther Chapman, by deed dated January 17, 1946, recorded January 29, 1946, and of record in Deed Book 135, Page 60, Graves County Court Clerk's Office. Charlie E. Thurston is now deceased, having died on September 22, 1985 and pursuant to the survivorship clause in Deed Book 285, Page 152, Graves County Court Clerk's Office, Elwanda Thurston is now full fee simple owner of the herein described real estate.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 580.

Parcel 38:

Tax ID No: 083.00.00.057.00

Parcel contains 16.0 acres

Parcel 39:

Tax ID No: 084.00.00.095.00

Parcel contains 73.8 acres

Parcels 38 and 39 Common Legal Description

Being 89.803 acres as shown on a plat prepared by Geotech Engineering and Testing of Murray, Kentucky on September 30, 2003 and of record in Plat Cabinet D, Slide 327, Graves County Court Clerk's Office and with said 89.803 acres being located at the northeast intersection of Kentucky Highway #849 and East Baldree Road in Graves County, Kentucky and with said 89.803 acres being more particularly described as follows:

Beginning at an Iron Pin with cap #3499 (set) 30 feet north of the centerline of Kentucky Highway 849 and 20 feet east of the centerline of East Baldree Road, said pin being the southwest corner of the herein described tract of land;

THENCE North 02 degrees 44 minutes 07 seconds East for a distance of 708.04 feet with the east side of East Baldree Road to an Iron Pin with cap #3499 (set);

THENCE North 02 degrees 58 minutes 43 seconds East for a distance of 1027.57 feet with the east side of said road to an Iron Pin with cap #3499 (set);

THENCE North 02 degrees 09 minutes 53 seconds East for a distance of 588.91 feet with the east side of said road to an Iron Pin with cap #3499 (set);

THENCE North 02 degrees 47 minutes 25 seconds East for a distance of 250.78 feet continuing with the east side of East Baldree Road to an Iron Pin with cap #3499 (set) at the southwest corner of the Elwanda Thurman property (D.B. 285 PG. 152, D.B. 280 PG. 791, D.B. 278, PG. 480, D.B. 159, PG. 462), said pin being the northwest corner of the herein described tract of land;

THENCE North 85 degrees 21 minutes 11 seconds East for a distance of 454.00 feet with the south line of Thurston to an Iron Pin with cap #3499 (set);

THENCE North 02 degrees 47 minutes 25 seconds East for a distance of 90.00 feet with the south line of Thurston to an Iron Pin with cap #3499 (set);

THENCE North 86 degrees 03 minutes 49 seconds East for a distance of 1404.25 feet continuing with the south line of Thurston to a 30" Hickory Tree located on the west line of the James Davenport property (D.B. 379, PG. 291, D.B. 188, PG. 473, D.B. 227, PG. 645), said tree being the southeast corner of Thurston and the northeast corner of the herein described tract;

THENCE South 02 degrees 33 minutes 17 seconds West for a distance of 1676.53 feet with the west line of said James Davenport to an Iron Pin with cap #3499 (set) at the northeast corner of the Robert Nall property (D. B. 243, PG. 63);

THENCE South 85 degrees 59 minutes 37 seconds West for a distance of 997.92 feet with the north line of Nall to a fence corner post (found) at Nall's northwest corner;

THENCE South 02 degrees 39 minutes 24 seconds West for a distance of 998.78 feet with the west line of Nall to an Iron Pin with cap #3499 (set) on the north right-of-way of Kentucky Highway 849, 30 feet north of said centerline;

THENCE South 85 degrees 59 minutes 06 seconds West for a distance of 648.30 feet with the north right-of-way of Kentucky Highway 849 to an Iron Pin with cap #3499 (set);

THENCE along a curve to the right having a radius of 2834.93 feet and an arc length of 216.44 feet, being subtended by a chord of South 87 degrees 56 minutes 15 seconds West for a distance of 216.39 feet continuing with the north right-of-way of Kentucky Highway 849 to the point of beginning and containing 89.803 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 421, Page 171.

Parcel 40:

Tax ID No: 084.00.00.096.00

Parcel contains 20.0 acres

About 20 acres of land, in the central part of the 60 acre tract off of the south side of the south west quarter of sec. 21 T 5 R 1 East, being a portion of the land conveyed to I. H. McReynolds by W. W. Council, on June 25, 1912, as shown by deed recorded among the land records of Graves County, Kentucky, in Volume 48 of deeds, at page 187 in the office of the county court clerk, and bounded on the north by Asa McReynolds land, on the east by Tommie Jones, on the south by Boaz and Folsomdale road, and on the west by Asa McReynolds.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 415, Page 726.

Parcel 41:

Tax ID No: 084.00.00.094.01

Parcel contains 40.579 acres

Being 40.579 acres of real estate located approximately 1.2 miles east of U. S. Highway 45, and on the south side of Kentucky Highway 849, and approximately 1200 feet east of East Baldree Road near the Folsomdale Community of Graves County, Kentucky and with said 40.579 acres being more particularly described as follows:

Beginning at the northwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set 30' south of the centerline and 1384.47 feet west of the centerline of Whittemore Road;

THENCE North 85 degrees 59 minutes 06 seconds East for a distance of 622.36 feet along the south right-of-way of said Ky. Highway 849 to an Iron Pin & Cap #3499 set 30' south of the centerline;

THENCE along a curve to the right having a radius of 5699.65 feet and an arc length of 180.75 feet, being subtended by a chord of North 87 degrees 19 minutes 12 seconds East for a distance of 80.74 feet continuing along the south right-of-way of said Ky. Highway 849 to an Iron Pin & Cap #3499 set 30' south of the centerline;

THENCE North 88 degrees 01 minutes 33 seconds East for a distance of 528.35 feet continuing along the south right-of-way of Ky. Highway 849 to an Iron Pin & Cap #3499 set 30' south of the centerline and 50' west of the centerline of Whittemore Road and being the northeast corner of the property herein described;

THENCE South 00 degrees 57 minutes 43 seconds West for a distance of 146.02 feet along the west right-of-way of Whittemore Road to an Iron Pin & Cap #3499 set 50' west of the centerline;

THENCE South 89 degrees 02 minutes 17 seconds East for a distance of 15.00 feet continuing with the west right-of-way of Whittemore Road to an Iron Pin & Cap #3499 set 35' west of the centerline;

THENCE South 00 degrees 57 minutes 43 seconds West for a distance of 1150.04 feet along west right-of-way of Whittemore Road to an Iron Pin & Cap #3499 set 35' west of the centerline, said iron pin & cap bears South 86 degrees 47 minutes 22 seconds West a distance of 70.19 feet from and Existing Iron Pin & Cap #1955 found on the east side of Whittemore Road;

THENCE South 85 degrees 53 minutes 42 seconds West for a distance of 758.27 feet along the north boundary of the Terry & Sandra Leonard property (D.B. 385, Pg. 63) to an Iron Pin & Cap #3499 set;

THENCE South 86 degrees 35 minutes 59 seconds West for a distance of 596.92 feet along the north boundary of the William H. Green, Jr. property (D.B. 377, Pg. 760) to a point in Carney Creek said point being south 45.00 feet south of an Iron Pin & Cap #3499 Witness corner set, said point being the southwest corner of the property herein described;

THENCE North 01 degrees 17 minutes 11 seconds East for a distance of 1315.92 feet with a new division line, passing the said iron pin & cap witness corner at 45.00 feet and with the remaining Ricky Thurston property (D.B. 299, Pg. 9 - Tract No. 1) to the point of beginning and containing 40.579 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 435, Page 152.

Parcel 42:

Tax ID No: 084.00.00.060.00

Parcel contains 47.997 acres

A 47.997 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005, and being generally located approximately 1.4 miles east of U.S. Highway 45, on the south side of Kentucky Highway 849, east of Whittemore Road, and near the Folsomdale Community of Graves County, Kentucky and with said 47.997 acres being more particularly described as:

Beginning at the northwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set, 50 feet south of the centerline of Ky. Highway 849, 60.6 feet east of the centerline of Whittemore Road, 6.6 feet east of the right-of-way of said Whittemore Road, and 20.42 feet south of an Existing #4 Rebar Iron Pin found;

THENCE North 88 degrees 01 minutes 33 seconds East for a distance of 140.14 feet along the south right-of-way of said Kentucky Highway 849 to an Iron Pin & Cap #3499 set;

THENCE along a curve to the left having a radius of 5779.65 feet and an arc length of 250.50 feet, being subtended by a chord of North 86 degrees 56 minutes 11 seconds East for a distance of 250.49 feet continuing along the south right-of-way of said Highway 849 to an Iron Pin & Cap #3499 set;

THENCE North 85 degrees 24 minutes 43 seconds East for a distance of 1231.97 feet continuing along the south right-of-way of said Highway 849 to an Iron Pin & Cap #3499 set (50' south of centerline) and being the northeast corner of the property herein described and the northwest corner of the James Milton & Betty Davenport property (D.B. 379, Pg. 282);

THENCE South 01 degrees 31 minutes 56 seconds West for a distance of 1309.32 feet along the west boundary of said Davenport to an Existing #4 Rebar Iron Pin found and being the southeast corner of the property herein described;

THENCE South 87 degrees 03 minutes 27 seconds West for a distance of 1638.38 feet along the Robert Nall, et al property (D.B. 104, Pg. 531) to an Existing Iron Pin & Cap #1955 found on the east side of Whittemore Road (35' east of centerline);

THENCE North 00 degrees 57 minutes 41 seconds East for a distance of 653.89 feet along the east right-of-way of Whittemore Road, passing an Iron Pin & Cap #3499 witness corner set at 603.89 feet and continuing to a point in a creek;

THENCE North 84 degrees 56 minutes 57 seconds East for a distance of 31.76 feet along the creek, leaving Whittemore Road, and along the south boundary of the Ricky Thurston property (D.B. 299, Pg. 9 – Tract II) to a point;

THENCE North 00 degrees 57 minutes 44 seconds East for a distance of 619.69 feet along the east boundary of said Thurston, passing an Existing #4 Rebar Iron Pin at 89.85 feet and continuing to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 425, Page 121 and thereafter by Deed Book 431, Page 574.

Parcel 43:

Tax ID No: 084.00.00.093.00

Parcel contains 22.598 acres

A 22.598 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the west side of Whittemore Road approximately 1326.6 feet south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and with said 22.598 acres being more particularly described as:

Beginning at the northeast corner of the property herein described said corner being an Iron Pin & Cap #3499 set in the west right-of-way of Whittemore Road (35' west of centerline) and bears South 86 degrees 47 minutes 22 seconds West a distance of 70.19 feet from an Existing Iron Pin & Cap #1955 found on the east side of roadway at the southwest corner of the David & Lunelle Leonard property (D.B. 384, Pg. 696) said iron pin & cap being 10.27 feet west of an existing cross-tie fence post;

Thence along the west right-of-way of Whittemore Road with the following calls:

THENCE South 01 degrees 02 minutes 35 seconds West for a distance of 677.89 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE along a curve to the right having a radius of 681.20 feet and an arc length of 143.50 feet, being subtended by a chord of South 07 degrees 03 minutes 17 seconds West for a distance of 143.24 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE North 76 degrees 54 minutes 38 seconds West for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE along a curve to the right having a radius of 676.20 feet and an arc length of 211.57 feet, being subtended by a chord of South 22 degrees 03 minutes 10 seconds West for a distance of 210.71 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE South 31 degrees 01 minutes 47 seconds West for a distance of 110.82 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE along a curve to the left having a radius of 756.20 feet and an arc length of 34.42 feet, being subtended by a chord of South 29 degrees 43 minutes 14 seconds West for a distance of 34.42 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE South 61 degrees 35 minutes 01 seconds East for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 35' west of centerline

THENCE along a curve to the left having a radius of 751.20 feet and an arc length of 225.79 feet, being subtended by a chord of South 19 degrees 48 minutes 20 seconds West for a distance of 224.94 feet to an Iron Pin & Cap #3499 set 35' west of centerline and being the southeast corner of the property herein described;

THENCE South 86 degrees 36 minutes 47 seconds West for a distance of 590.83 feet leaving said roadway and along the north boundary of the Terry & Sandra Leonard property (D.B. 385, Pg. 69, D.B. 224, Pg. 442 - see 1984 survey by D.O. Sullivan) to an Existing #4 Rebar Iron Pin found and being the southwest corner of the property herein described;

THENCE North 04 degrees 00 minutes 22 seconds East for a distance of 1336.85 feet along the east boundary of the William H. Green, Jr. property (D.B. 377, Pg. 760) to an Iron Pin & Cap #3499 set and being the northwest corner of the property herein described;

THENCE North 85 degrees 53 minutes 42 seconds East for a distance of 758.27 feet along the south boundary of the Ricky Thurston property (D.B. 299, Pg. 9 - Tract No. I & II) to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 425, Page 540.

Parcel 44:

Tax ID No: 084.00.00.061.00

Parcel contains 103.564 acres

A 103.564 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the east side of Whittemore Road approximately 2000 feet south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at the southwest corner of the property herein described said corner being an Existing Iron Pin & Cap #1955 found on the east side of said Whittemore Road (35' east of centerline) and approximately 2730 feet south of the centerline of said Highway 849 as measured along the centerline of Whittemore Road, said iron pin & cap also being at the northwest corner of the Terry & Sandra Leonard property (D.B. 385, Pg. 69);

Thence along the east right-of-way of Whittemore Road with the following calls:

THENCE along a curve to the right having a radius of 681.20 feet and an arc length of 217.48 feet, being subtended by a chord of North 21 degrees 52 minutes 41 seconds East for a distance of 216.56 feet to an Existing Iron Pin & Cap #1955 found 35' east of the centerline;

THENCE North 31 degrees 01 minutes 47 seconds East for a distance of 110.83 feet to an Existing Iron Pin & Cap #1955 found 35' east of the centerline;

THENCE along a curve to the left having a radius of 751.20 feet and an arc length of 393.28 feet, being subtended by a chord of North 16 degrees 01 minutes 05 seconds East for a distance of 388.80 feet to an Existing Iron Pin & Cap #1955 found 35' east of the centerline;

THENCE North 01 degrees 04 minutes 50 seconds East for a distance of 151.58 feet to an Existing Iron Pin & Cap #1955 found 35' east of the centerline;

THENCE North 89 degrees 51 minutes 20 seconds West for a distance of 5.00 feet to an Existing Iron Pin & Cap #1955 found 30' east of the centerline;

THENCE North 00 degrees 52 minutes 52 seconds East for a distance of 29.95 feet to an Existing Iron Pin & Cap #1955 found 30' east of the centerline;

THENCE South 89 degrees 15 minutes 33 seconds East for a distance of 5.09 feet to an Existing iron Pin & Cap #1955 found 35' east of the centerline;

THENCE North 01 degrees 01 minutes 53 seconds East for a distance of 501.59 feet to an Existing Iron Pin & Cap #1955 found 35' east of the centerline, said iron pin & cap being at the northwest corner of the property herein described and the southwest corner of the David & Lunelle Leonard property (D.B. 384, Pg. 696);

THENCE North 87 degrees 03 minutes 27 seconds East for a distance of 1638.38 feet along the south boundary of the said Leonard property to an Existing #4 Rebar Iron Pin found;

THENCE North 86 degrees 43 minutes 24 seconds East for a distance of 1048.06 feet along the south boundary of the James Milton & Betty Davenport property (D.B. 379, Pg. 282) to an Existing Iron Pin & Cap #1955 found and being the northeast corner of the property herein described;

THENCE South 02 degrees 50 minutes 37 seconds West for a distance of 2075.13 feet along the west boundary of the Kevin Davenport property (D.B. 386, Pg. 149) and the Guthrie Cecil property (D.B. 172, Pg. 27) passing an Existing Iron Pin & Cap #1955 witness corner at 77.71 feet and continuing to an Existing Iron Pin & Cap #1955 found;

THENCE South 86 degrees 34 minutes 58 seconds West for a distance of 1221.10 feet along a north boundary of the said Cecil property to an Existing Iron Pin & Cap #1955 found in the east boundary of the said Terry & Sandra Leonard property;

THENCE North 01 degrees 35 minutes 32 seconds East for a distance of 746.69 feet along the east boundary of the said Terry & Sandra Leonard property to an Existing Iron Pin & Cap #1955 found;

THENCE South 86 degrees 35 minutes 25 seconds West for a distance of 1641.90 feet along the north boundary of the said Terry & Sandra Leonard property to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 433, Page 850.

Parcel 45:

Tax ID No: 084.00.00.090.00

Parcel contains 25.308 acres

A 34.012 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the north side of Old Plant Road, approximately 794.5 feet east of Kentucky Highway 1241 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at the southwest corner of the property herein described said corner being an Existing 1/2" Rebar Iron Pin found 15 feet north of the centerline of Old Plant Road and approximately 794.5 feet east of said Kentucky Highway 1241 (as measured along the centerline of Old Plant Road) said existing 1/2 rebar iron pin also being the southeast corner of the Billie Jo Allcock property (D.B. 346, Pg. 106);

THENCE North 03 degrees 39 minutes 02 seconds East for a distance of 629.55 feet along the east boundary of said Allcock property to an Existing Iron Pin & Cap #2444 witness corner found in the east boundary of the Kenneth Wilson property (D.B. 362, Pg. 361 - see 1996 survey by Holmes);

THENCE North 03 degrees 08 minutes 26 seconds East for a distance of 823.91 feet continuing along the east boundary of said Wilson to an Existing Iron Pin & Cap #2444 found and being the northwest corner of the property herein described and a corner in the south boundary of the Priscilla & Kenneth Wilson property (D.B. 377, Pg. 520 - see 1998 survey by Holmes);

THENCE North 86 degrees 40 minutes 56 seconds East for a distance of 868.04 feet along the south boundary of said Wilson property to an Existing Iron Pin & Cap #2444 found (southeast corner of Wilson);

THENCE North 86 degrees 40 minutes 56 seconds East for a distance of 445.81 feet along the south boundary of the William H. Green, Jr. property (D.B. 377, Pg. 760) to an Existing Iron Pin & Cap #1606 found at the northwest corner of the Terry & Sandra Leonard property (D.B. 385, Pg. 69, D.B. 224, Pg. 442 - see 1984 survey by D.O. Sullivan) said existing iron pin & cap also being the northeast corner of the property herein described;

THENCE South 02 degrees 15 minutes 56 seconds West for a distance of 512.34 feet along the west boundary of said Leonard property to an Existing Iron Pin & Cap #1933 found at the northeast corner of the Chester & Winnetta Chapman property (D.B. 324, Pg. 371 - see Nov. 2001 survey by Art Travis);

THENCE South 47 degrees 17 minutes 42 seconds West for a distance of 712.16 feet along the north boundary of said Chapman property to an Existing Iron Pin & Cap #1933 found;

THENCE South 02 degrees 02 minutes 02 seconds West for a distance of 23.03 feet continuing with the north boundary of said Chapman to an Existing 1/2" Rebar Iron Pin found;

THENCE South 44 degrees 11 minutes 14 seconds West for a distance of 319.02 feet continuing with the north boundary of said Chapman to an Existing Iron Pin & Cap #1933 found;

THENCE South 02 degrees 13 minutes 32 seconds West for a distance of 245.92 feet along the west boundary of said Chapman to an Existing Iron Pin & Cap #1933 found on the north side of Old Plant Road (15 feet north of centerline);

THENCE South 86 degrees 48 minutes 59 seconds West for a distance of 621.52 feet along the north side of Old Plant Road to the point of beginning.

EXCEPT

A 8.704 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2008, being a northwesterly portion the 34.012 acre parcel acquired by Purchase Area Regional Industrial Park from W.H. Green, Jr. in Deed Book 434, Page 816, this said northwest portion being a newly created tract and that portion of the Green property located northwest of a creek and being identified as Tract G-2 on the said April 2008 survey, said Tract 2-G being generally located 800 feet north of Old Plant Road and approximately 1400 feet east of Kentucky Highway 1241 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at the southern most corner of the herein described Tract 2-G said corner being an Existing Iron Pin & Cap #2444 witness corner found in the east boundary of the Kenneth Wilson property (D.B. 362, Pg. 361 - see 1996 survey by Holmes), said iron pin & cap being on the northwest side of a creek and bears North 03 degrees 39 minutes 02 seconds East for a distance of 629.55 feet from an existing 1/2" rebar iron pin found at the southwest corner of the Purchase Area Regional Industrial Park property (William H. Green, Jr. tract - see D.B. 434, Pg. 816)

THENCE North 03 degrees 08 minutes 26 seconds East for a distance of 823.91 feet continuing along the east boundary of said Wilson to an Existing Iron Pin & Cap #2444 found and being the northwest corner of the property herein described and a corner in the south boundary of the Priscilla & Kenneth Wilson property (D.B. 377, Pg. 520 - see 1998 survey by Holmes);

THENCE North 86 degrees 40 minutes 56 seconds East for a distance of 750.95 feet along the south boundary of said Wilson property to a point in a ditch said point being

117.09 feet west of Existing Iron Pin & Cap #2444 found at the southeast corner of the said Wilson property and a corner of the Purchase Area Regional Industrial Park property (D.B. 434, Pg. 816);

Thence in a southwesterly direction along the southeast boundary of the herein described Tract 2-G said line being northwest of the northwest creek bank with the following calls:

THENCE South 20 degrees 47 minutes 12 seconds West for a distance of 84.83 feet passing an Iron Pin & Cap 43499 witness corner set at 4.42 feet and continuing to an Iron Pin & Cap #3499 set;

THENCE South 19 degrees 50 minutes 16 seconds West for a distance of 108.69 feet to an Iron Pin & Cap #3499 set;

THENCE South 33 degrees 00 minutes 59 seconds West for a distance of 108.31 feet to an Iron Pin & Cap #3499 set;

THENCE South 40 degrees 35 minutes 07 seconds West for a distance of 234.00 feet to an Iron Pin & Cap 43499 set;

THENCE South 48 degrees 56 minutes 22 seconds West for a distance of 267.74 feet to an Iron Pin & Cap #3499 set;

THENCE South 50 degrees 44 minutes 32 seconds West for a distance of 172.97 feet to an Iron Pin & Cap #3499 set;

THENCE South 66 degrees 38 minutes 54 seconds West for a distance of 122.86 feet to an Iron Pin & Cap #3499 set;

THENCE South 39 degrees 38 minutes 50 seconds West for a distance of 106.54 feet to the point of beginning and containing 8.704 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 434, Page 816.

Parcel 46:

Tax ID No: 084.00.00.092.00

Parcel contains 92.641 acres

A 55.529 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the east side of Whittemore Road, the north side of an existing gravel roadway (County Road per D.B. 393, Pg. 164), and approximately 2730 feet south of Kentucky Highway 849 in the Folsomdale Community of Graves County, Kentucky and with said 55.529 acres being more particularly described as:

Beginning at the northwest corner of the property herein described said corner being an Existing Iron Pin & Cap #1955 found on the east side of said Whittemore Road (35' east of centerline) and approximately 2730 feet south of the centerline of Kentucky Highway 849 as measured along the centerline of Whittemore Road, said iron pin & cap also being at the southwest corner of the Robert Nall, et al property (D.B. 99, Pg. 37, D.B. 104, Pg. 531, D.B. 124, Pg. 376);

THENCE North 86 degrees 35 minutes 25 seconds East for a distance of 1641.90 feet along the south boundary of the said Nall property to an Existing Iron Pin & Cap #1955;

THENCE South 01 degrees 35 minutes 32 seconds West for a distance of 1487.36 feet along the west boundary of said Nall and the west boundary of the Guthrie Cecil property (D.B. 172, Pg. 27) passing an existing iron pin & cap #1955 at 746.69 feet and continuing to a point located 16.50' north of an existing iron pin & cap #1955 and 50.54' southeast of an existing iron pin & cap #1606, said point being the southeast corner of the property herein described;

THENCE South 86 degrees 01 minutes 26 seconds West for a distance of 258.72 feet to an Iron Pin & Cap #3499 set;

THENCE South 01 degrees 35 minutes 32 seconds West for a distance of 16.50 feet to an Iron Pin & Cap #3499 set in the north boundary of the William Keith Marshall, et al property (D.B. 391, Pg. 8);

THENCE South 86 degrees 01 minutes 26 seconds West for a distance of 272.86 feet along the north boundary of the said Marshall property to an Iron Pin & Cap #3499 set on the east side of an existing gravel roadway (referred to as "county road" & or East Plat Road - assumed R.O.W. to be 30')

Thence along the east and north side of said existing gravel roadway With the following calls:

THENCE North 23 degrees 58 minutes 05 seconds West for a distance of 39.45 feet to an Iron Pin & Cap #3499 set 15 feet from centerline;

THENCE North 70 degrees 27 minutes 39 seconds West for a distance of 58.66 feet to an Existing #5 Rebar Iron Pin found 15 feet from centerline;

THENCE South 86 degrees 36 minutes 30 seconds West for a distance of 930.35 feet to an Iron Pin & Cap #3499 set 15 feet from centerline;

THENCE South 79 degrees 45 minutes 28 seconds West for a distance of 84.98 feet to an Iron Pin & Cap #3499 set 15 feet north of the centerline of said gravel roadway and on the east side of Whittemore Road;

THENCE North 08 degrees 45 minutes 03 seconds West for a distance of 265.96 feet along the east side of Whittemore Road to an Iron Pin & Cap #3499 set 35 feet east of the centerline;

THENCE North 02 degrees 12 minutes 02 seconds East for a distance of 1085.80 feet continuing along the east side of Whittemore Road to an Iron Pin & Cap #3499 set 35 feet east of the centerline;

THENCE along a curve to the right having a radius of 681.20 feet and an arc length of 110.33 feet, being subtended by a chord of North 08 degrees 05 minutes 31 seconds East for a distance of 110.21 feet continuing along the east side of Whittemore Road to the point of beginning.

The above described property is subject to right-of-way and any rights of access by others for use of the existing roadway along the south and east boundaries and to any other covenants, easements, and restrictions of record.

TRACT III:

A 37.112 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the west side of Whittemore Road, the north side of Old Plant Road, and approximately 2730 feet south of the centerline of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and with said 37.112 acres being more particularly described as:

Beginning at the northeast corner of the property herein described said corner being an Iron Pin & Cap #3499 set in the west right-of-way of Whittemore Road (35' west of centerline) approximately 2730 feet south of the centerline of Ky. Highway 849 as measured along centerline of said Whittemore road, said iron pin and cap also being at the southeast corner of the Terry & Sandra Leonard property (D.B. 385, Pg. 63);

Thence along the west right-of-way of Whittemore Road with the following calls:

THENCE along a curve to the left having a radius of 751.20 feet and an arc length of 101.52 feet, being subtended by a chord of South 07 degrees 19 minutes 24 seconds West for a distance of 101.44 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE South 02 degrees 12 minutes 26 seconds West for a distance of 78.76 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE North 87 degrees 47 minutes 56 seconds West for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE South 02 degrees 12 minutes 04 seconds West for a distance of 250.00 feet to an Iron Pin & Cap #3499 set 40' west of centerline;

THENCE South 87 degrees 47 minutes 56 seconds East for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE South 02 degrees 12 minutes 04 seconds West for a distance of 70.00 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE South 87 degrees 47 minutes 56 seconds East for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 30' west of centerline;

THENCE South 02 degrees 12 minutes 04 seconds West for a distance of 40.00 feet to an Iron Pin & Cap #3499 set 30' west of centerline;

THENCE North 87 degrees 47 minutes 56 seconds West for a distance of 5.00 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE South 02 degrees 12 minutes 04 seconds West for a distance of 647.84 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE along a curve to the left having a radius of 751.20 feet and an arc length of 274.00 feet, being subtended by a chord of South 07 degrees 39 minutes 13 seconds East for a distance of 272.48 feet to an Iron Pin & Cap #3499 set 35' west of centerline Whittemore Road and 15' north of centerline Old Plant Road;

THENCE along the north right-of-way of Old Plant Road with the following calls:

THENCE South 88 degrees 06 minutes 59 seconds West for a distance of 362.03 feet to an Iron Pin & Cap #3499 set 15' north centerline;

THENCE South 86 degrees 36 minutes 30 seconds West for a distance of 800.74 feet to an Existing Iron Pin & Cap #1606 found 15' north of centerline and being the southwest corner of the property herein described and the southeast corner of the Chester & Winnetta Chapman property (D.B. 324, Pg. 371);

THENCE North 02 degrees 15 minutes 56 seconds East for a distance of 1455.36 feet leaving Old Plant Road along the east boundary of said Chapman, passing an Existing Iron Pin & Cap #1933 at 943.01 feet and continuing along the east boundary of the W.H. & Mildred Green property (D.B. 198, Pg. 7 - see Nov. 2001 survey by Art Travis) to an Existing Iron Pin & Cap #1606 found in the south boundary of William H. Green, Jr. property (D.B. 377, Pg. 760) and being the northwest corner of the property herein described;

THENCE North 87 degrees 08 minutes 14 seconds East for a distance of 532.89 feet along south boundary of Green to an Existing #4 Rebar Iron Pin found at the southwest corner of the said Leonard property (D.B. 385, Pg. 63);

THENCE North 86 degrees 36 minutes 47 seconds East for a distance of 590.83 feet along south boundary of said Leonard to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 425, Page 540.

Parcel 47:

Tax ID No: 084.00.00.089.00

Parcel contains 53.0 acres

Parcel 48:

Tax ID No: 084.00.00.088.00

Parcel contains 5.0 acres

Parcel 49:

Tax ID No: 084.00.00.087.00

Parcel contains 5.0 acres

Parcels 47, 48 and 49 Common Legal Description

A 59.086 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the east side of Kentucky Highway 1241 between Old Plant Road and McGee Road near the Folsomdale Community in Graves County, Kentucky and being more particularly described as:

Beginning at the northwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set in the west right-of-way of Kentucky Highway 1241 (30' west of centerline) and the southeast right-of-way of Old Plant Road (15' southeast of centerline) said iron pin & cap bears South 54 degrees 29 minutes 51 seconds East a distance of 53.86 feet from the southeast corner of a concrete bridge along Kentucky Highway 1241;

Thence along the north right-of-way of Old Plant Road with the following calls:

THENCE North 41 degrees 29 minutes 00 seconds East for a distance of 26.66 feet to an iron Pin & Cap #3499 set 15' from centerline;

THENCE along a curve to the right having a radius of 131.71 feet and an arc length of 111.63 feet, being subtended by a chord of North 62 degrees 45 minutes 19 seconds East for a distance of 108.32 feet to an Iron Pin & Cap #3499 set 15' from centerline;

THENCE North 87 degrees 18 minutes 52 seconds East for a distance of 367.13 feet to an Iron Pin & Cap #3499 set 15' from centerline;

THENCE North 86 degrees 48 minutes 59 seconds East for a distance of 874.17 feet to an Iron Pin & Cap #3499 set 15' from centerline;

THENCE North 86 degrees 57 minutes 17 seconds East for a distance of 719.85 feet to an Iron Pin & Cap #3499 set 15' from centerline;

THENCE North 86 degrees 36 minutes 30 seconds East for a distance of 800.83 feet to an Iron Pin & Cap #3499 set 15' from centerline and being the northeast corner of the property herein described and the northwest corner of the William & Barbara Stephenson property (D.B. 314, Pg. 213);

THENCE South 07 degrees 08 minutes 05 seconds West for a distance of 734.54 feet leaving Old Plant Road and along west boundary of said Stephenson to a 48" Tree fence corner;

THENCE South 12 degrees 41 minutes 57 seconds East for a distance of 179.21 feet continuing along west boundary of said Stephenson to an Iron Pin & Cap #3499 set in the north right-of-way of McGee Road (35' north of centerline) and being the southeast corner of the property herein described;

THENCE South 81 degrees 04 minutes 45 seconds West for a distance of 2111.62 feet along the north right-of-way of McGee Road to an Iron Pin & Cap #3499 set 35' north of centerline;

THENCE North 08 degrees 55 minutes 15 seconds West for a distance of 15.00 feet to an Iron Pin & Cap #3499 set 50' north of centerline;

THENCE South 81 degrees 04 minutes 45 seconds West for a distance of 121.40 feet continuing along north right-of-way of McGee Road to an Iron Pin & Cap #3499 set 50' north of centerline and being in the northeast right-of-way of Kentucky Highway 1241 (30' northeast of centerline);

THENCE along a curve to the left having a radius of 1660.54 feet and an arc length of 296.24 feet, being subtended by a chord of North 26 degrees 51 minutes 08 seconds West for a distance of 295.85 feet along northeast right-of-way of said Ky. Hwy. 1241 to an Iron Pin & Cap #3499 set 30' northeast of centerline;

THENCE North 32 degrees 29 minutes 57 seconds West for a distance of 889.57 feet continuing along northeast right-of-way of said Highway 1241 to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 434, Page 62.

Parcel 50:

Tax ID No: 084.00.00.065.00

Parcel contains 23.939 acres

Being 23.939 acres of real estate located on the east side of Whittemore Road and at the southeast corner of the intersection of Whittemore Road and Old Plant Road and being all of the real estate lying east of Whittemore Road, south of "County Road", west of "East Plant Road" and north of a ditch near the Folsomdale Community of Graves County, Kentucky, and with said 23.939 acres being more particularly described as follows:

Beginning at the northwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set in the east right-of-way of Whittemore Road (35' east of centerline) and 15 feet south of the centerline of an Existing Gravel Road "County Road" (see D.B. 323, Pg. 321);

Thence along the south side of said "County Road" and the west side of "East Plant Road" (D.B. 323, Pg. 321) with the following calls:

THENCE North 79 degrees 52 minutes 27 seconds East for a distance of 83.93 feet to an Iron Pin & Cap #3499 set 15' south of centerline;

THENCE North 86 degrees 36 minutes 30 seconds East for a distance of 922.50 feet to an Iron Pin & Cap #3499 set 15' south of centerline;

THENCE South 70 degrees 27 minutes 39 seconds East for a distance of 39.68 feet to an Iron Pin & Cap #3499 set 15' southwest of centerline;

THENCE South 23 degrees 58 minutes 05 seconds East for a distance of 33.42 feet to an Iron Pin & Cap #3499 set 15' southwest of centerline;

THENCE South 12 degrees 49 minutes 29 seconds East for a distance of 98.18 feet to an Iron Pin & Cap #3499 set 15' west of centerline;

THENCE South 11 degrees 15 minutes ____ seconds East for a distance of 125.00 feet to an Iron Pin & Cap #3499 set 15' west of centerline;

THENCE South 01 degrees 50 minutes 24 seconds East for a distance of 132.25 feet to an Iron Pin & Cap #3499 set 15' west of centerline;

THENCE South 02 degrees 47 minutes 46 seconds West for a distance of 800.00 feet passing an Iron Pin & Cap #3499 witness corner set at 770 feet and continuing to a point in the centerline of a ditch and being 15' west of the centerline of "East Plant Road";

THENCE South 87 degrees 23 minutes 02 seconds West for a distance of 816.75 feet along the centerline of a ditch to a point in the east right-of-way line of Whittemore Road (20' east of centerline) and being 30 feet south of an Iron Pin & Cap #3499 witness corner set;

THENCE along the east right-of-way of Whittemore Road with the following calls:

THENCE North 02 degrees 37 minutes 45 seconds East for a distance of 273.94 feet passing said Iron Pin & Cap #3499 witness corner at 30.00 feet and continuing to an Iron Pin & Cap #3499 set 20' west of centerline;

THENCE North 81 degrees 04 minutes 45 seconds East for a distance of 10.21 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE North 02 degrees 37 minutes 45 seconds East for a distance of 159.67 feet to an Iron Pin & Cap #3499 set 35' west of centerline;

THENCE along a curve to the left having a radius of 746.20 feet and an arc length of 456.24 feet, being subtended by a chord of North 14 degrees 31 minutes 58 seconds West for a distance of 449.17 feet to an Iron Pin & Cap #3499 set 35' east of centerline;

THENCE North 31 degrees 16 minutes 29 seconds West for a distance of 216.68 feet to an Iron Pin & Cap #3499 set 35' east of centerline;

THENCE along a curve to the right having a radius of 686.20 feet and an arc length of 119.97 feet, being subtended by a chord of North 27 degrees 11 minutes 45 seconds West for a distance of 119.82 feet to the point of beginning and containing 23.939 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 424, Page 823.

Parcel 51:

Tax ID No: 084.00.00.067.02

Parcel contains 0.95 acres

Parcel 52:

Tax ID No: 084.00.00.069.00

Parcel contains 74.0 acres

A 73.799 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located on the north side of Olden Road and west of Whittemore Road near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at the southwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set in the north right-of-way of Olden Road (30' north of centerline) and approximately 1342 feet west of the centerline of Whittemore Road said iron pin & cap also being at the southeast corner of the Gerald L. & Nancy M. Holtz property (D.B. 392, Pg. 694);

THENCE North 02 degrees 39 minutes 58 seconds West for a distance of 742.23 feet along the east boundary of said Holtz and the east boundary of the Jerry W. & Sandra L. Merrell property (D.B. 385, Pg. 814 - see Jan. 2000 survey by Dennis Looper) passing an Existing 1/2" Rebar Iron Pin at 179.12 feet and continuing to an Existing Iron Pin & Cap #973 found;

THENCE North 89 degrees 26 minutes 58 seconds East for a distance of 183.63 feet along a south boundary of said Merrell to an Existing Iron Pin & Cap #3437 found;

THENCE North 02 degrees 53 minutes 25 seconds East for a distance of 307.18 feet along an east boundary of said Merrell to an Existing Iron Pin & Cap #3437 found;

THENCE North 85 degrees 26 minutes 14 seconds West for a distance of 531.73 feet along the north boundary of said Merrell to an Existing 3/8" Rebar Iron Pin found and being in the east boundary of the William Byerley property (D.B. 300, Pg. 645);

THENCE North 01 degrees 52 minutes 52 seconds East for a distance of 1581.37 feet along the east boundary of said Byerley to a point located 2.07 feet south of an Existing #4 Rebar Iron Pin found said point being 35 feet south of the centerline of McGee Road;

THENCE North 81 degrees 04 minutes 45 seconds East for a distance of 28.99 feet along the south right-of-way of said McGee Road to a point located 35 feet south of the centerline and bears North 85 degrees 08 minutes 24 seconds East a distance of 28.67 feet from said existing #4 rebar iron pin found;

THENCE North 85 degrees 08 minutes 24 seconds East for a distance of 1337.97 feet leaving said right-of-way of McGee Road and along the north boundary of the property herein described to an Iron Pin & Cap #3499 set approximately 133 feet south of the centerline of McGee Road;

THENCE South 02 degrees 32 minutes 04 seconds West for a distance of 2789.60 feet along the west boundary of the Viola Volunteer Fire Department property (D.B. 394, Pg. 684) and the west boundary of the William Kieth Marshall, et al property (D.B. 391, Pg. 8 - Tract 2 Parcel A) to an Iron Pin & Cap #3499 set in the north right-of-way of Olden Road (30' north of centerline);

THENCE South 89 degrees 45 minutes 58 seconds West for a distance of 924.90 feet along the north right-of-way of said Olden Road to the point of beginning.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 424, Page 823.

Parcel 53:

Tax ID No: 084.00.00.063.00

Parcel contains 46.0 acres

Parcel 54:

Tax ID No: 084.00.00.012.00

Parcel contains 34.0 acres

Parcel 55:

Tax ID No: 084.00.00.007.00

Parcel contains 109.99 acres

Parcel 56:

Tax ID No: 084.00.00.010.00

Parcel contains 4.0 acres

Parcel 57:

Tax ID No: 084.00.00.011.00

Parcel contains 8.0 acres

Parcel 58:

Tax ID No: 084.00.00.008.00

Parcel contains 12.0 acres

Parcel 59:

Tax ID No: 084.00.00.005.00

Parcel contains 29.0 acres

Parcel 60:

Tax ID No: 084.00.00.064.00

Parcel contains 160.0 acres

Parcel 61:

Tax ID No: 084.00.00.004.00

Parcel contains 5.0 acres

Parcel 62:

Tax ID No: 084.00.00.003.00

Parcel contains 3.0 acres

Parcels 53, 54, 55, 56, 57, 58, 59, 60, 61 and 62 Common Legal Description

A 481.938 acre tract (before exceptions) of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located east of Whittemore Road, west of Illinois Gulf Central Railroad, and approximately 1 mile south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at the southwest corner of the property herein described said corner being an Iron Pin & Cap #3499 set on the east side of Whittemore Road (20' east of the centerline) at said roads intersection with Olden Road said iron pin & cap bears South 76 degrees 04 minutes 54 seconds West a distance of 48.09 feet from a fence corner post and is at the northwest corner of the Johnny & Patsy Dawson property (D.B. 224, Pg. 361);

Thence along the east side of Whittemore Road with the following calls:

THENCE along a curve to the left having a radius of 341.43 feet and an arc length of 219.42 feet, being subtended by a chord of North 19 degrees 16 minutes 16 seconds West for a distance of 215.67 feet to an Iron Pin & Cap #3499 set 20' from centerline;

THENCE North 33 degrees 03 minutes 18 seconds West for a distance of 212.59 feet to an Iron Pin & Cap #3499 set 20' from centerline;

THENCE along a curve to the right having a radius of 284.50 feet and an arc length of 177.19 feet, being subtended by a chord of North 15 degrees 12 minutes 46 seconds West for a distance of 174.34 feet to an Iron Pin & Cap #3499 set 20' from centerline;

THENCE North 02 degrees 37 minutes 45 seconds East for a distance of 2087.46 feet to a point 20' from centerline and in the centerline of a ditch said point bears South 02 degrees 37 minutes 45 seconds West a distance of 30.00 feet from an Iron Pin & Cap #3499 Witness Corner set;

THENCE North 87 degrees 23 minutes 02 seconds East for a distance of 816.75 feet along the said ditch and the south boundary of the Garry B. Wilson & Ronnie E. Wilson property (D.B. 393, Pg. 164) to a point on the west side of an old roadway referred to as East Plant Road (deed for right-of-way or any documents indicating that this a public roadway have not been found) said point bears South 02 degrees 47 minutes 46 seconds West a distance of 30.00 feet from an Iron Pin & Cap #3499 Witness Corner set;

THENCE North 02 degrees 47 minutes 46 seconds East for a distance of 800.00 feet along the west side of old East Plant Road and the east side of said Wilson passing said witness corner at 30 feet and continuing to an Iron Pin & Cap #3499 set;

THENCE North 01 degrees 50 minutes 24 seconds West for a distance of 132.25 feet continuing along west side of old East Plant Road and the east side of said Wilson to an Iron Pin & Cap #3499 set;

THENCE North 11 degrees 15 minutes 10 seconds West for a distance of 125.00 feet continuing along the west side of old East Plant Road and the east side of said Wilson to an Iron Pin & Cap #3499 set;

THENCE North 12 degrees 49 minutes 29 seconds West for a distance of 98.18 feet continuing along the west side of old East Plant Road and the east side of said Wilson property to an Iron Pin & Cap #3499 near the east end of an existing gravel road (referred to in D.B. 393, Pg. 164 as "county road");

THENCE North 53 degrees 09 minutes 48 seconds East for a distance of 30.77 feet crossing an existing gravel roadway to an Iron Pin & Cap #3499 set in the south boundary of the Terry & Sandra Leonard property (D.B. 385, Pg. 69, D.B. 224, Pg. 442);

THENCE North 86 degrees 01 minutes 26 seconds East for a distance of 1592.51 feet along the south boundary of said Leonard property and the Guthrie Cecil property (D.B. 172, Pg. 27) passing an Iron Pin & Cap #3499 at 272.86 feet and an Iron Pin & Cap #1955 at 531.58 feet and an Iron Pin & Cap #1955 Witness Corner at 1,507.51 feet and continuing to a point in the centerline of a ditch;

Thence along the centerline of said ditch and the south boundary of said Cecil property with the following calls:

THENCE North 44 degrees 42 minutes 43 seconds East for a distance of 94.32 feet to a point in centerline of ditch;

THENCE North 52 degrees 10 minutes 56 seconds East for a distance of 304.39 feet to a point in centerline of ditch;

THENCE North 49 degrees 35 minutes 33 seconds East for a distance of 206.64 feet to a point in centerline of ditch;

THENCE North 48 degrees 58 minutes 49 seconds East for a distance of 218.47 feet to a point in centerline of ditch;

THENCE North 58 degrees 12 minutes 04 seconds East for a distance of 90.19 feet to a point in centerline of ditch;

THENCE North 44 degrees 28 minutes 34 seconds East for a distance of 177.27 feet to a point in centerline of ditch;

THENCE North 50 degrees 59 minutes 37 seconds East for a distance of 132.59 feet to a point in centerline of ditch;

THENCE North 48 degrees 19 minutes 45 seconds East for a distance of 155.76 feet to a point in centerline of ditch;

THENCE North 49 degrees 34 minutes 09 seconds East for a distance of 55.05 feet to a point in the centerline intersection of two ditches and being the southeast corner of said Cecil property and the southwest corner of the Kevin Davenport property (D.B. 386, Pg. 149) said point also bears North 85 degrees 29 minutes 23 seconds East a distance of 42.91 feet from an Existing Iron Pin & Cap #1955 witness corner found;

Thence continuing along the said ditch and the south boundary of said Davenport with the following calls:

THENCE North 49 degrees 07 minutes 32 seconds East for a distance of 457.27 feet to a point in centerline of ditch;

THENCE North 68 degrees 18 minutes 02 seconds East for a distance of 99.62 feet to a point in centerline of ditch;

THENCE North 74 degrees 22 minutes 36 seconds East for a distance of 39.50 feet to a point in centerline of ditch;

THENCE South 88 degrees 58 minutes 16 seconds East for a distance of 120.69 feet to a point in centerline of ditch;

THENCE South 82 degrees 40 minutes 20 seconds East for a distance of 147.85 feet to a point in centerline of ditch and being 41.49 feet south of an existing steel fence post said point being at the southwest corner of the Carl Torian property (D.B. 386, Pg. 144);

Thence continuing along said ditch and the south boundary of said Torian with the following calls:

THENCE South 82 degrees 40 minutes 20 seconds East for a distance of 76.16 feet to a point in centerline of ditch;

THENCE South 84 degrees 40 minutes 53 seconds East for a distance of 558.01 feet to a point in centerline of ditch;

THENCE South 84 degrees 59 minutes 43 seconds East for a distance of 165.59 feet to a point in centerline of ditch;

THENCE South 86 degrees 38 minutes 47 seconds East for a distance of 147.30 feet to a point in centerline of ditch;

THENCE North 82 degrees 29 minutes 14 seconds East for a distance of 34.20 feet to a point in centerline of ditch;

THENCE South 75 degrees 51 minutes 54 seconds East for a distance of 182.99 feet to a point in centerline of ditch;

THENCE South 75 degrees 31 minutes 02 seconds East for a distance of 75.27 feet to a point in centerline of ditch and being on the west side of the Illinois Central Gulf Railroad and the northeast corner of the property herein described said point bears North 78 degrees 07 minutes 51 seconds West for a distance of

50.00 feet from an Iron Pin & Cap #3499 Witness corner set in centerline of railroad;

THENCE South 11 degrees 50 minutes 49 seconds West for a distance of 2805.00 feet along the west side of said railroad to a point;

THENCE South 11 degrees 50 minutes 49 seconds West for a distance of 3151.50 feet continuing along the west side of said railroad to a point that bears South 80 degrees 59 minutes 15 seconds West for a distance of 53.51 feet from a "Mag" Nail set in centerline of railroad said point being the southeast corner of the property herein described;

THENCE North 58 degrees 35 minutes 29 seconds West for a distance of 481.56 feet along the centerline of a creek and the north boundary of the Kenneth Levi & Anita Rose Mathis property (D.B. 254, Pg. 570) to a point;

THENCE North 07 degrees 39 minutes 11 seconds West for a distance of 189.75 feet continuing along the centerline of the creek and the Mathis boundary to a point;

THENCE North 53 degrees 09 minutes 11 seconds West for a distance of 297.00 feet continuing along the centerline of the creek and the Mathis boundary to a point;

THENCE North 02 degrees 50 minutes 49 seconds East for a distance of 84.66 feet continuing with the Mathis boundary to an Iron Pin & Cap #3499 set 26.7 feet west of a "Cross Tie" fence post;

THENCE North 82 degrees 20 minutes 11 seconds West for a distance of 1225.19 feet continuing with the Mathis boundary to an Iron Pin & Cap #3499 set;

THENCE South 87 degrees 32 minutes 04 seconds West for a distance of 2238.10 feet along the north boundary of Ethel Stone property (D.B. 390, Pg. 168) and the said Dawson property to the point of beginning.

The above described property is subject to right-of-way for Whittemore Road (R.O.W. deed not found), any rights others may have in "East Plant Road, access easement or agreement that might exist for the Steven & Regenia Terry property (D.B. 358, Pg. 722), and any other covenants, easements, conditions, and restrictions of record.

EXCEPTION 1:

A 10.697 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located east of Whittemore Road, west of Illinois Central Gulf Railroad, and approximately 1.2 miles south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at an Iron Pin & Cap #3499 set on the east side of Whittemore Road (20' east of centerline) at said roads intersection with Olden Road said iron pin & cap bears South 76 degrees 04 minutes 54 seconds West a distance of 48.09 feet from a fence corner post and being at the northwest corner of the Johnny & Patsy Dawson property (D.B. 224, Pg. 361), thence North 87 degrees 32 minutes 04 seconds East a distance of 2238.10 feet to an Iron Pin & Cap #3499 set, thence North 03 degrees 56 minutes 57 seconds East a

distance of 754.48 feet to a point, said point being the southeast corner and the true point of beginning of the property herein described;

THENCE South 89 degrees 56 minutes 30 seconds West for a distance of 1014.75 feet along the south boundary of the property herein described and the William Keith Marshall, et al property (D.B. 391, Pg. 8) to a point;

THENCE North 00 degrees 54 minutes 05 seconds West for a distance of 448.80 feet with the said Marshall boundary to a point and being the northwest corner of the property herein described;

THENCE North 86 degrees 24 minutes 47 seconds East for a distance of 907.48 feet continuing with the Marshall boundary to a point and being a northeast corner of the property herein described;

THENCE South 06 degrees 32 minutes 37 seconds East for a distance of 184.80 feet continuing with said Marshall boundary to a point;

THENCE South 57 degrees 56 minutes 33 seconds East for a distance of 107.25 feet continuing with said Marshall boundary to a point and being a northeast corner of the property herein described;

THENCE South 00 degrees 54 minutes 04 seconds East for a distance of 264.00 feet continuing with said Marshall to the point of beginning.

Access easements or access agreement to the above described property were not found. Together with and subject to covenants, easements, and restrictions of record.

EXCEPTION 2:

The deed to Steven M. Terry and Regenia Terry in Deed Book 358, Page 722, Graves County Court Clerk's Office called for 19.478 acres. However, this property was sold to the Marshalls in Deed Book 391, Page 8. The Terrys and their predecessors in title are claiming the tract that is left by adverse possession. The legal description for the tract that is left is 10 acres, more or less. For additional references regarding Exception 2 and the prior ownership of Exception 2, see Deed Book 54, Page 558 - - Mayfield Creek Drainage District #1 Plat (Plat Book 1, Page 178 - now Plat Cabinet A, Slide 21) Deed Book 123, Page 565 and Deed Book 38, Page 298.

A 10.000 acre tract of land as surveyed by Geotech Engineering & Testing, Inc. in April 2005 and being generally located east of Whittemore Road, west of Illinois Central Gulf Railroad, and approximately 1.2 miles south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and being more particularly described as:

Beginning at an Iron Pin & Cap #3499 set on the east side of Whittemore Road (20' east of centerline) at said roads intersection with Olden Road said iron pin & cap bears South 76 degrees 04 minutes 54 seconds West a distance of 48.09 feet from a fence corner post and being at the northwest corner of the Johnny & Patsy Dawson property (D.B. 224, Pg. 361), thence North 87 degrees 32 minutes 04 seconds East a distance of 2238.10 feet to an Iron Pin & Cap #3499 set, thence North 03 degrees 56 minutes 57 seconds East a

distance of 754.48 feet to a point, thence North 00 degrees 54 minutes 04 seconds West a distance of 264.00 feet to a point, thence North 00 degrees 21 minutes 45 seconds West a distance of 287.73 feet to a point said point being the southwest corner and the true point of beginning of the property herein described;

THENCE North 02 degrees 19 minutes 08 seconds East for a distance of 644.62 feet along the William Keith Marshall, et al property (D.B. 391, Pg. 8) to a point and being the northwest corner of the property herein described;

THENCE South 89 degrees 35 minutes 59 seconds East for a distance of 641.10 feet along the said Marshall boundary to a point and being the northeast corner of the property herein described;

THENCE South 01 degrees 50 minutes 49 seconds West for a distance of 709.02 feet continuing along said Marshall boundary to a point and being the southeast corner of the property herein described;

THENCE North 83 degrees 53 minutes 02 seconds West for a distance of 648.00 feet continuing along said Marshall boundary to the point of beginning.

Exceptions 1 and 2 described above are being the same real estate conveyed to Steven M. Terry and wife, Regina Terry from R.D. Young, a single person, et al, by deed dated November 6, 1995, recorded December 14, 1995 at 2:41 p.m., and of record in Deed Book 358, Page 722, Graves County Court Clerk's Office.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 425, Page 812.

Parcel 63:

Tax ID No: 067.00.00.088.01

Parcel contains 28.06 acres

Being 93.538 acres of real estate located on the east side of Kentucky Highway 1241 approximately 0.6 miles north of the Old Plant Roads intersection with said Kentucky Highway 1241 and being near the Folsomdale Community in Graves County, Kentucky, with the 93.538 acres being more particularly described as:

Beginning at the southwest corner of the property herein described said corner being an Existing Iron Pin & Cap #3437 found in the east right-of-way of said Highway 1241 (30' from centerline) and bears South 19 degrees 10 minutes 39 seconds East a distance of 478.90 feet from an Existing "Mag Nail" found in the centerline of Highway 1241 and the centerline of a "box culvert", said iron pin and cap also being at the northwest corner of the Howard & Christine Monroe property (D.B. 158, Pg. 403, D.B. 226, Pg. 210);

THENCE along a curve to the left having a radius of 1475.87 feet and an arc length of 104.66 feet, being subtended by a chord of North 08 degrees 21 minutes 50 seconds West for a distance of 104.64 feet along the east right-of-way of Kentucky Highway 1241 to an Existing Iron Pin & Cap #3437 found at the southwest corner of the Michael & Kerry Wagner property (D.B. 419, Pg. 259 – see Aug. 2004 survey by Dennis Looper);

THENCE North 45 degrees 33 minutes 48 seconds East for a distance of 79.26 feet leaving Highway 1241 and along the south boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 88 degrees 41 minutes 11 seconds East for a distance of 549.88 feet continuing with the south boundary of said Wagner to an Existing Iron Pin & Cap #3437 found at a southeast corner of the Wagner property;

THENCE North 01 degrees 17 minutes 37 seconds West for a distance of 80.82' feet with the east boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 86 degrees 38 minutes 25 seconds East for a distance of 118.31' feet continuing with the said Wagner boundary to an Existing Iron Pin & Cap #3437 found;

THENCE North 00 degrees 44 minutes 04 seconds East for a distance of 215.36' feet continuing with the said Wagner boundary to an Existing Iron Pin & Cap #3437 found;

THENCE North 00 degrees 41 minutes 39 seconds East for a distance of 160.08' feet with the east boundary of the Michael A. & Kerry J. Wagner property (D.B. 433, Pg. 196, see 2006 survey by Dennis Looper) to an Existing Iron Pin & Cap #3437 found;

THENCE South 82 degrees 51 minutes 56 seconds West for a distance of 731.63' feet with north boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 54 degrees 42 minutes 14 seconds West for a distance of 125.05' feet with the north boundary of said Wagner (D.B. 419, Pg. 259) to an Existing Iron Pin & Cap #3437 found in the northeast right-of-way of Kentucky Highway 1241 (30' from centerline) said iron pin & cap being at the northwest corner of the Wagner property;

THENCE North 24 degrees 21 minutes 56 seconds West for a distance of 40.36' feet along the northeast right-of-way of said Highway 1241 to a point in the centerline of a creek said point bears N 55°09'03"E a distance of 30.00 feet from an Existing "Mag" Nail found in the centerline of the said Highway and the centerline of a "box culvert";

Thence in a northeasterly direction with the centerline of a creek and the south boundary of the Ricky L. & Della F. Thurston property (D.B. 386, Pg. 714) with the following calls:

THENCE North 55 degrees 29 minutes 03 seconds East for a distance of 504.80' feet to a point;

THENCE North 54 degrees 48 minutes 51 seconds East for a distance of 260.83' feet to a point;

THENCE North 58 degrees 30 minutes 52 seconds East for a distance of 52.51' feet to a point;

THENCE North 49 degrees 24 minutes 56 seconds East for a distance of 190.86' feet to a point in centerline of creek that bears N 36°03'28"W a distance of 35.00 feet from an Iron Pin & Cap #3499 Witness corner set;

THENCE North 65 degrees 39 minutes 38 seconds East for a distance of 182.72' feet to a point;

THENCE North 54 degrees 09 minutes 50 seconds East for a distance of 111.76' feet to a point;

THENCE South 67 degrees 41 minutes 59 seconds East for a distance of 83.55' feet to a point;

THENCE North 62 degrees 35 minutes 01 seconds East for a distance of 88.55' feet to a point;

THENCE South 74 degrees 42 minutes 13 seconds East for a distance of 59.99' feet to a point in centerline of creek that bears N 58°21'54" E a distance of 41.10 feet from an Iron Pin & Cap #3499 Witness corner set;

THENCE South 85 degrees 37 minutes 30 seconds East for a distance of 79.32' feet to a point;

THENCE South 60 degrees 48 minutes 05 seconds East for a distance of 63.59' feet to a point;

THENCE North 86 degrees 15 minutes 55 seconds East for a distance of 182.41' feet to a point;

THENCE South 47 degrees 59 minutes 59 seconds East for a distance of 34.58' feet to a point;

THENCE North 88 degrees 51 minutes 18 seconds East for a distance of 94.03' feet to a point;

THENCE South 81 degrees 29 minutes 55 seconds East for a distance of 168.27' feet to a point;

THENCE South 84 degrees 52 minutes 27 seconds East for a distance of 201.09' feet to a point;

THENCE North 64 degrees 05 minutes 40 seconds East for a distance of 71.04' feet to a point;

THENCE South 82 degrees 48 minutes 53 seconds East for a distance of 50.47' feet to a point;

THENCE South 53 degrees 28 minutes 18 seconds East for a distance of 53.84' feet to a point;

THENCE South 77 degrees 16 minutes 08 seconds East for a distance of 83.73' feet to a point;

THENCE South 17 degrees 33 minutes 09 seconds East for a distance of 89.37' feet to a point;

THENCE South 57 degrees 57 minutes 11 seconds East for a distance of 28.59' feet to a point in the centerline of the creek and in the west boundary of the Ricky Thurston property (D.B. 299, Pg. 9);

THENCE South 01 degrees 52 minutes 05 seconds West for a distance of 162.19' feet with the west boundary of said Thurston passing an Existing Iron Pin & Cap #1933 Witness corner at 29.19 feet and continuing to an Existing "X" Tie Fence post;

THENCE South 88 degrees 11 minutes 19 seconds West for a distance of 110.89' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 03 degrees 52 minutes 52 seconds West for a distance of 411.13' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 83 degrees 06 minutes 54 seconds East for a distance of 108.95' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 01 degrees 15 minutes 23 seconds West for a distance of 269.13' feet continuing with the said Thurston boundary to an Existing Iron Pin & Cap #1933 found at the southwest corner of the said Thurston property;

THENCE South 88 degrees 59 minutes 19 seconds East for a distance of 1617.69 feet along a new line and the remaining William H. Green, Jr. property (D.B. 377, Pg. 760) to an Existing Iron Pin & Cap #1933 found;

THENCE North 86 degrees 35 minutes 59 seconds East for a distance of 1881.81 feet along the south boundary of the Ricky Thurston property (D.B. 299, Pg. 9 - Tract No. 1) passing an Iron Pin & Cap #3499 set at the southwest corner of a new 42.316 acre Thruston tract at 1216.43 feet and continuing to an Iron Pin & Cap #3499 set at the northwest corner of the Terry & Sandra Leonard property (D.B. 385, Pg. 63 - see 1982 survey by Howard Duncan) said iron pin & cap also being at the northeast corner of the property herein described;

THENCE South 04 degrees 00 minutes 22 seconds West for a distance of 1336.85 feet along the west boundary of said Leonard to an Existing #4 Rebar Iron Pin found and being the southwest corner of said Leonard and the southeast corner of the property herein described;

THENCE South 87 degrees 08 minutes 14 seconds West for a distance of 532.89 feet along the north boundary of the Terry & Sandra Leonard property (D.B. 385, Pg. 69, D.B. 224, Pg. 442 - see 1984 survey by D.O. Sullivan) to an Existing Iron Pin & Cap #1606 found;

THENCE South 86 degrees 40 minutes 56 seconds West for a distance of 445.81 feet along the north boundary of the W.H. & Mildred Green property (D.B. 198, Pg. 7 - see Nov. 2001 survey by Art Travis) to an Existing Iron Pin & Cap #2444 found;

THENCE North 02 degrees 33 minutes 01 seconds East for a distance of 267.65 feet along the east boundary of the Priscilla & Kenneth Wilson property (D.B. 377, Pg. 520 - see 1998 survey by Holmes) to an Existing Iron Pin & Cap #2444 found;

THENCE North 02 degrees 33 minutes 01 seconds East for a distance of 367.38 feet along the east boundary of the Howard & Christine Monroe property (D.B. 158, Pg. 403, D.B. 226, Pg. 210) to an Iron Pin & Cap #3499 set;

THENCE South 88 degrees 59 minutes 24 seconds West for a distance of 897.54 feet continuing along the said Monroe boundary to an Existing Iron Pin & Cap #1933 found;

THENCE North 00 degrees 30 minutes 27 seconds East for a distance of 383.47 feet continuing along the said Monroe boundary to an Existing Iron Pin & Cap #1933 found;

THENCE North 85 degrees 53 minutes 29 seconds West for a distance of 2156.15 feet along the north boundary of said Monroe to the point of beginning and containing 93.538 acres of real estate.

EXCEPT

Being 65.474 acres of real estate located on the east side of Kentucky Highway 1241 approximately 0.6 miles north of the Old Plant Roads intersection with Kentucky Highway 1241, and with all of said property being West of Carney Creek, and with all of said property being near the Folsomdale Community of Graves County, Kentucky and with said 65.474 acres being more particularly described as follows:

Beginning at the southwest corner of the property herein described said corner being an Existing Iron Pin & Cap #3437 found in the east right-of-way of said Highway 1241 (30' from centerline) and bears South 19 degrees 10 minutes 39 seconds East a distance of 478.90 feet from an existing "Mag Nail" found in the centerline of Highway 1241 and the centerline of a "box culvert", said iron pin and cap also being at the northwest corner of the Howard & Christine Monroe property (D.B. 158, Pg. 403, D.B. 226, Pg. 210);

THENCE along a curve to the left having a radius of 1475.87 feet and an arc length of 104.66 feet, being subtended by a chord of North 08 degrees 21 minutes 50 seconds West for a distance of 104.64 feet along the east right-of-way of Kentucky Highway 1241 to an Existing Iron Pin & Cap #3437 found at the southwest corner of the Michael & Kerry Wagner property (D.B. 419, Pg. 259 - see Aug. 2004 survey by Dennis Looper);

THENCE North 45 degrees 33 minutes 48 seconds East for a distance of 79.26 feet leaving Highway 1241 and along the south boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 88 degrees 41 minutes 11 seconds East for a distance of 549.88 feet continuing with the south boundary of said Wagner to an Existing Iron Pin & Cap #3437 found at a southeast corner of the Wagner property;

THENCE North 01 degrees 17 minutes 37 seconds West for a distance of 80.82' feet with the east boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 86 degrees 38 minutes 25 seconds East for a distance of 118.31' feet continuing with the said Wagner boundary to an Existing Iron Pin & Cap #3437 found;

THENCE North 00 degrees 44 minutes 04 seconds East for a distance of 215.36' feet continuing with the said Wagner boundary to an Existing Iron Pin & Cap #3437 found;

THENCE North 00 degrees 41 minutes 39 seconds East for a distance of 160.08' feet with the east boundary of the Michael A. & Kerry J. Wagner property (D.B. 433, Pg. 196, sec 2006 survey by Dennis Looper) to an Existing Iron Pin & Cap #3437 found;

THENCE South 82 degrees 51 minutes 56 seconds West for a distance of 731.63' feet with north boundary of said Wagner to an Existing Iron Pin & Cap #3437 found;

THENCE South 54 degrees 42 minutes 14 seconds West for a distance of 125.05' feet with the north boundary of said Wagner (D.B. 419, Pg. 259) to an Existing Iron Pin & Cap #3437 found in the northeast right-of-way of Kentucky Highway 1241 (30' from centerline) said iron pin & cap being at the northwest corner of the Wagner property;

THENCE North 24 degrees 21 minutes 56 seconds West for a distance of 40.36' feet along the northeast right-of-way of said Highway 1241 to a point in the centerline of a creek said point bears N 55°09'03"E a distance of 30.00 feet from an Existing "Mag" Nail found in the centerline of the said Highway and the centerline of a "box culvert";

Thence in a northeasterly direction with the centerline of a creek and the south boundary of the Ricky L. & Della F. Thurston property (D.B. 386, Pg. 714) with the following calls:

THENCE North 55 degrees 29 minutes 03 seconds East for a distance of 504.80' feet to a point;

THENCE North 54 degrees 48 minutes 51 seconds East for a distance of 260.83' feet to a point;

THENCE North 58 degrees 30 minutes 52 seconds East for a distance of 52.51' feet to a point;

THENCE North 49 degrees 24 minutes 56 seconds East for a distance of 190.86' feet to a point in centerline of creek that bears N 36°03'28"W a distance of 35.00 feet from an Iron Pin & Cap #3499 Witness corner set;

THENCE North 65 degrees 39 minutes 38 seconds East for a distance of 182.72' feet to a point;

THENCE North 54 degrees 09 minutes 50 seconds East for a distance of 111.76' feet to a point;

THENCE South 67 degrees 41 minutes 59 seconds East for a distance of 83.55' feet to a point;

THENCE North 62 degrees 35 minutes 01 seconds East for a distance of 88.55' feet to a point;

THENCE South 74 degrees 42 minutes 13 seconds East for a distance of 59.99' feet to a point in centerline of creek that bears N 58°21'54" E a distance of 41.10 feet from an Iron Pin & Cap #3499 Witness corner set;

THENCE South 85 degrees 37 minutes 30 seconds East for a distance of 79.32' feet to a point;

THENCE South 60 degrees 48 minutes 05 seconds East for a distance of 63.59' feet to a point;

THENCE North 86 degrees 15 minutes 55 seconds East for a distance of 182.41' feet to a point;

THENCE South 47 degrees 59 minutes 59 seconds East for a distance of 34.58' feet to a point;

THENCE North 88 degrees 51 minutes 18 seconds East for a distance of 94.03' feet to a point;

THENCE South 81 degrees 29 minutes 55 seconds East for a distance of 168.27' feet to a point;

THENCE South 84 degrees 52 minutes 27 seconds East for a distance of 201.09' feet to a point;

THENCE North 64 degrees 05 minutes 40 seconds East for a distance of 71.04' feet to a point;

THENCE South 82 degrees 48 minutes 53 seconds East for a distance of 50.47' feet to a point;

THENCE South 53 degrees 28 minutes 18 seconds East for a distance of 53.84' feet to a point;

THENCE South 77 degrees 16 minutes 08 seconds East for a distance of 83.73' feet to a point;

THENCE South 17 degrees 33 minutes 09 seconds East for a distance of 89.37' feet to a point;

THENCE South 57 degrees 57 minutes 11 seconds East for a distance of 28.59' feet to a point in the centerline of the creek and in the west boundary of the Ricky Thurston property (D.B. 299, Pg. 9);

THENCE South 01 degrees 52 minutes 05 seconds West for a distance of 162.19' feet with the west boundary of said Thurston passing an Existing Iron Pin & Cap #1933 Witness corner at 29.19 feet and continuing to an Existing "X" Tie Fence post;

THENCE South 88 degrees 11 minutes 19 seconds West for a distance of 110.89' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 03 degrees 52 minutes 52 seconds West for a distance of 411.13' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 83 degrees 06 minutes 54 seconds East for a distance of 108.95' feet continuing with the said Thurston boundary to an Existing "X" Tie Fence Post;

THENCE South 01 degrees 15 minutes 23 seconds West for a distance of 269.13' feet continuing with the said Thurston boundary to an Existing Iron Pin & Cap #1933 found at the southwest corner of the said Thurston property;

THENCE North 86 degrees 35 minutes 59 seconds East for a distance of 1284.89 feet along the south boundary of the Ricky Thurston property (D.B. 299, Pg. 9 - Tract No. 1) to a point in Carney Creek and being the southwest corner of a 40.579 acre tract (Ricky Thurston West Tract Rev.) said point being 45.00 feet south of an Iron Pin & Cap #3499 Witness corner set said point also being at the northeast corner of the property herein described;

THENCE South 61 degrees 06 minutes 00 seconds West for a distance of 97.00 feet along the west side of Carney Creek and the west boundary of the remaining William H. Green, Jr. 28.064 acre tract to an Iron Pin & Cap #3499 set approximately 20 feet west of the centerline of said Carney Creek;

THENCE South 45 degrees 28 minutes 41 seconds West for a distance of 197.82 feet continuing along the west side of Carney Creek and the remaining Green tract to an Iron Pin & Cap #3499 set approximately 20 feet west of the centerline;

THENCE South 33 degrees 21 minutes 21 seconds West for a distance of 160.60 feet continuing along the west side of Carney Creek and the remaining Green tract to an Iron Pin & Cap #3499 set approximately 20 feet west of the centerline;

THENCE South 16 degrees 12 minutes 45 seconds West for a distance of 245.99 feet continuing along the west side of Carney Creek and the remaining Green tract to a Iron Pin & Cap #3499 set approximately 18 feet west of the centerline;

THENCE South 21 degrees 38 minutes 56 seconds West for a distance of 172.41 feet to an Existing Iron Pin & Cap #3499 found at the northeast corner of the Howard & Christine Monroe property (D.B. 158, Pg. 403, D.B. 226, Pg. 210);

THENCE South 88 degrees 59 minutes 24 seconds West for a distance of 897.54 feet continuing along the said Monroe boundary to an Existing Iron Pin & Cap #1933 found;

THENCE North 00 degrees 30 minutes 27 seconds East for a distance of 383.47 feet continuing along the said Monroe boundary to an Existing Iron Pin & Cap #1933 found;

THENCE North 85 degrees 53 minutes 29 seconds West for a distance of 2156.15 feet along the north boundary of said Monroe to the point of beginning and containing 65.474 acres, more or less.

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

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 434, Page 816.

Parcel 64:

Tax ID No: 084.00.00.062.00

Parcel contains 24.0 acres

Being 49.435 acres located 2,800 feet east of Whittemore Road and 2,000 feet south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and with said 49.435 acres being more particularly described as follows:

Beginning at an Existing Iron Pin & Cap #1955 found on the east side of Whittemore Road (35' east of centerline) approximately 1,455 feet south of the centerline of said Highway 849, thence North 87 degrees 03 minutes 27 seconds East a distance of 1638.38 feet with the north boundary of Robert Nall, et al property (D.B. 104, pg. 531) to an Existing #4 Rebar Iron Pin, thence North 86 degrees 43 minutes 24 seconds East a distance of 1048.06 feet continuing with the said Nall boundary to an Existing Iron Pin & Cap #1955, thence South 02 degrees 50 minutes 37 seconds West a distance of 77.71 feet to an Existing Iron Pin & Cap #1955 and being the northwest corner and the true point of beginning of the property herein described;

THENCE South 79 degrees 22 minutes 58 seconds East for a distance of 409.82 feet along the south boundary of the Kevin Davenport property (D.B. 386, Pg. 149, Plat Cab. D, Slide 112) as per a 1999 survey by D.O. Sullivan and agreed to by the Cecil Estate heirs, passing an Existing Iron Pin & Cap #1606 Witness corner at 374.03 feet and continuing to a point in the centerline of a ditch;

Thence in a southeasterly direction with the centerline of the ditch and the west boundary of the said Kevin Davenport property with the following calls:

THENCE South 22 degrees 21 minutes 30 seconds West for a distance of 187.19 feet to an Existing Iron Pin & Cap #1606;

THENCE South 01 degrees 45 minutes 21 seconds West for a distance of 204.26 feet to an existing Iron Pin & Cap #1606;

THENCE South 49 degrees 39 minutes 14 seconds West for a distance of 178.98 feet to an existing Iron Pin & Cap #1606;

THENCE South 10 degrees 00 minutes 37 seconds West for a distance of 111.02 feet to an existing Iron Pin & Cap #1606;

THENCE South 21 degrees 00 minutes 47 seconds East for a distance of 162.26 feet to an Existing Iron Pin & Cap #1606;

THENCE South 57 degrees 44 minutes 45 seconds East for a distance of 110.17 feet to an existing Iron Pin & Cap #1606;

THENCE South 34 degrees 58 minutes 20 seconds East for a distance of 109.97 feet to an Existing Iron Pin & Cap #1606;

THENCE South 84 degrees 18 minutes 43 seconds East for a distance of 106.59 feet to an Existing Iron Pin & Cap #1606;

THENCE South 28 degrees 37 minutes 08 seconds East for a distance of 235.67 feet to an Existing Iron Pin & Cap #1606;

THENCE South 17 degrees 22 minutes 44 seconds West for a distance of 181.10 feet to an Existing Iron Pin & Cap #1606;

THENCE South 49 degrees 40 minutes 23 seconds East for a distance of 119.01 feet to an Existing Iron Pin & Cap #1606;

THENCE South 27 degrees 29 minutes 33 seconds East for a distance of 132.78 feet to an Existing iron Pin & Cap #1606;

THENCE South 14 degrees 18 minutes 20 seconds East for a distance of 209.51 feet to an Existing Iron Pin & Cap #1606;

THENCE South 45 degrees 27 minutes 58 seconds East for a distance of 81.10 feet to a point in the centerline intersection of two ditches said point is the southeast corner of the property herein described and bears North 85 degrees 29 minutes 23 seconds East a distance of 42.91 feet from an Existing Iron Pin & Cap #1955 witness corner found;

THENCE in a southwesterly direction with the centerline of the ditch and the north boundary of the William Keith Marshall, et al property (D.B. 391, Pg. 8) with the following calls:

THENCE South 49 degrees 34 minutes 09 seconds West for a distance of 55.05 feet to a point in centerline of ditch;

THENCE South 48 degrees 19 minutes 45 seconds West for a distance of 155.76 feet to a point in centerline of ditch;

THENCE South 50 degrees 59 minutes 37 seconds West for a distance of 132.59 feet to a point in centerline of ditch;

THENCE South 44 degrees 28 minutes 34 seconds West for a distance of 177.27 feet to a point in centerline of ditch;

THENCE South 58 degrees 12 minutes 04 seconds West for a distance of 90.19 feet to a point in centerline of ditch;

THENCE South 48 degrees 58 minutes 49 seconds West for a distance of 218.47 feet to a point in centerline of ditch;

THENCE South 49 degrees 35 minutes 33 seconds West for a distance of 206.64 feet to a point in centerline of ditch;

THENCE South 52 degrees 10 minutes 56 seconds West for a distance of 304.39 feet to a point in centerline of ditch;

THENCE South 44 degrees 42 minutes 43 seconds West for a distance of 94.32 feet to a point in centerline of ditch;

THENCE South 86 degrees 01 minutes 26 seconds West for a distance of 1060.93 feet leaving the said ditch, passing an Existing Iron Pin & Cap #1955 witness corner at 85.00 feet and continuing to an Existing Iron Pin & Cap #1955 found at the southwest corner of the property herein described;

THENCE North 01 degrees 35 minutes 32 seconds East for a distance of 757.17 feet crossing an old gravel roadway and with the east boundary of the Terry & Sandra Leonard property (D.B. 385, Pg. 69) to an Existing Iron Pin & Cap #1955;

THENCE North 86 degrees 34 minutes 58 seconds East for a distance of 1221.10 feet along the south boundary of the Robert Nall, et al property (D.B. 99, Pg. 37) to an Existing Iron Pin & Cap #1955;

THENCE North 02 degrees 50 minutes 35 seconds East for a distance of 1997.42 feet along the east boundary of said Nall property to the point of beginning and containing 49.435 acres, more or less.

EXCEPT

Being 41.441 acres of real estate located approximately 0.6 mile south of Ky. Hwy. 849 and 0.6 mile east of Whitmore Road near the Folsomdale Community of Graves County, Kentucky, and with said 41.441 acres of real estate being more particularly described as follows:

Beginning at an Iron Pin with cap #1955 (found) approximately 1438.7' south of the centerline of Ky. Hwy. 849 in the east line of the Robert Nall property, said pin located 77.71' south of an Iron Pin with cap #1955 (found) at Robert Nall's northeast corner, and is the northernmost southwest corner of the Kevin Davenport property (D.B. 386 Pg. 149), the original northwest corner this tract is part of, and the northwest corner of the herein described tract of land;

THENCE South 79 degrees 22 minutes 58 seconds East for a distance of 409.82 feet with the south line of Davenport (passing thru an Iron Pin with cap #1606 found at 374.03') to a point in the centerline of a ditch;

THENCE with the west line of Davenport along the centerline of a ditch the following bearings and distance:

South 22 degrees 21 minutes 30 seconds West for a distance of 187.19 feet to an Iron Pin with cap #1606 (found);

South 01 degrees 45 minutes 21 seconds West for a distance of 204.26 feet to an Iron Pin with cap #1606 (found);

South 49 degrees 39 minutes 14 seconds West for a distance of 178.98 feet to an Iron Pin with cap #1606 (found);

South 10 degrees 00 minutes 37 seconds West for a distance of 111.02 feet to an Iron Pin with cap #1606 (found);

South 21 degrees 00 minutes 47 seconds East for a distance of 162.26 feet to an Iron Pin with cap #1606 (found);

South 57 degrees 44 minutes 45 seconds East for a distance of 110.17 feet to an Iron Pin with cap #1606 (found);

South 34 degrees 58 minutes 20 seconds East for a distance of 109.97 feet to an Iron Pin with cap #1606 (found);

South 84 degrees 18 minutes 43 seconds East for a distance of 106.59 feet to an Iron Pin with cap #1606 (found);

South 28 degrees 37 minutes 08 seconds East for a distance of 235.67 feet to an Iron Pin with cap #1606 (found);

South 17 degrees 22 minutes 44 seconds West for a distance of 181.10 feet to an Iron Pin with cap #1606 (found);

South 49 degrees 40 minutes 23 seconds East for a distance of 119.01 feet to an Iron Pin with cap #1606 (found);

South 27 degrees 29 minutes 33 seconds East for a distance of 132.78 feet to an Iron Pin with cap #1606 (found);

South 14 degrees 18 minutes 20 seconds East for a distance of 209.51 feet to an Iron Pin with cap #1606 (found);

THENCE South 45 degrees 27 minutes 58 seconds East for a distance of 81.10 feet to a point in the centerline intersection of two ditches, said point bears North 85 degrees 29 minutes 23 seconds East for a distance of 42.91 feet from an Iron Pin with cap #1955 "Witness Corner", and is the southwest corner of Davenport, the original northernmost southeast corner this tract is part of, and is on the north line of the William Keith Marshall Estate property (D.B. 391 Pg. 8);

THENCE South 18 degrees 05 minutes 45 seconds East for a distance of 976.61 feet with a new division line of the Marshall Estate property to an Iron Pin with cap #3499 (set) at the new southeast corner of the herein described tract of land;

THENCE North 83 degrees 53 minutes 48 seconds West for a distance of 1250.94 feet continuing with a new division line of the Marshall Estate to an Iron Pin with cap #3499 (set) in the centerline of a ditch on the south line of the Guthrie Cecil Estate property;

THENCE North 02 degrees 50 minutes 35 seconds East for a distance of 624.44 feet with a new division line of the Guthrie Cecil Estate property to an Iron pin with cap #1955 (found) at the southeast corner of the said Robert Nall property;

THENCE North 02 degrees 50 minutes 35 seconds East for a distance of 1997.42 feet with the east line of Nall to the point of beginning and containing 41.411 acres of real estate, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 434, Page 66.

Parcel 65:

Tax ID No: 084.00.00.009.00

Parcel contains 10.00 acres

Being a 10.000 acre tract located east of Whittemore Road and west of Illinois Central Gulf Railroad, approximately 1.2 miles south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and with said 10.000 acres, more or less, being more particularly described as follows:

Beginning at an Iron Pin & Cap #3499 set on the east side of Whittemore Road (20' east of centerline) at said roads intersection with Olden Road said iron pin & cap bears South 76 degrees 04 minutes 54 seconds West a distance of 48.09 feet from a fence corner post and being at the northwest corner of the Johnny & Patsy Dawson property (D.B. 224, Pg. 361), thence North 87 degrees 32 minutes 04 seconds East a distance of 2238.10 feet to an Iron Pin & Cap #3499 set, thence North 03 degrees 56 minutes 57 seconds East a distance of 754.48 feet to a point, thence North 00 degrees 54 minutes 04 seconds West a distance of 264.00 feet to a point, thence North 00 degrees 21 minutes 45 seconds West a distance of 287.73 feet to a point said point being the southwest corner and the true point of beginning of the property herein described;

THENCE North 02 degrees 19 minutes 08 seconds East for a distance of 644.62 feet along the William Keith Marshall, et al property (D.B. 391, Pg. 8) to a point and being the northwest corner of the property herein described;

THENCE South 89 degrees 35 minutes 59 seconds East for a distance of 641.10 feet along the said Marshall boundary to a point and being the northeast corner of the property herein described;

THENCE South 01 degrees 50 minutes 49 seconds West for a distance of 709.02 feet continuing along said Marshall boundary to a point and being the southeast corner of the property herein described;

THENCE North 83 degrees 53 minutes 02 seconds West for a distance of 648.00 feet continuing along said Marshall boundary to the point of beginning and containing 10.000 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 427, Page 236.

Parcel 66:

Tax ID No: 084.00.00.006.00

Parcel contains 10.7 acres

Being 10.697 acres located east of Whittemore Road and west of the Illinois Central Gulf Railroad, and approximately 1.2 miles south of Kentucky Highway 849 near the Folsomdale Community of Graves County, Kentucky and with said 10.697 acres being more particularly described as follows:

Beginning at an Iron Pin & Cap #3499 set on the east side of Whittemore Road (20' east of centerline) at said roads intersection with Olden Road said iron pin & cap bears South 76 degrees 04 minutes 54 seconds West a distance of 48.09 feet from a fence corner post and being at the northwest corner of the Johnny & Patsy Dawson property (D.B. 224, Pg. 361), thence North 87 degrees 32 minutes 04 seconds East a distance of 2238.10 feet to an Iron Pin & Cap #3499 set, thence North 03 degrees 56 minutes 57 seconds East a distance of 754.48 feet to a point, said point being the southeast corner and the true point of beginning of the property herein described;

THENCE South 89 degrees 56 minutes 30 seconds West for a distance of 1014.75 feet along the south boundary of the property herein described and the William Keith Marshall, et al property (D.B. 391, Pg. 8) to a point;

THENCE North 00 degrees 54 minutes 05 seconds West for a distance of 448.80 feet with the said Marshall boundary to a point and being the northwest corner of the property herein described;

THENCE North 86 degrees 24 minutes 47 seconds East for a distance of 907.48 feet continuing with the Marshall boundary to a point and being a northeast corner of the property herein described;

THENCE South 06 degrees 32 minutes 37 seconds East for a distance of 184.80 feet continuing with said Marshall boundary to a point;

THENCE South 57 degrees 56 minutes 33 seconds East for a distance of 107.25 feet continuing with said Marshall boundary to a point and being a northeast corner of the property herein described;

THENCE South 00 degrees 54 minutes 04 seconds East for a distance of 264.00 feet continuing with said Marshall to the point of beginning and containing 10.697 acres, more or less.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 427, Page 236.

The Premises contains 2,067.6058 acres, more or less, EXCEPT 200.00 acres as defined below, leaving a residual and effective acreage of 1,867.6058, more or less.

** It is agreed herein by both Lessor and Lessee that approximately two hundred (200) acres of land shall be withheld and excepted from this agreement. The location of said two hundred (200) acres shall be in the vicinity of the cell phone tower and shall be mutually agreed on.

EXHIBIT B

Mineral Rights

FIRST AMENDMENT TO SOLAR OPTION AND LAND LEASE

THIS FIRST AMENDMENT TO OPTION AND LAND LEASE (“**First Amendment**”) is made as of the latest date of signature below (“**First Amendment Effective Date**”) by and between the Purchase Area Regional Industrial Authority, Inc. (“**Lessor**”), and MYSO, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee may hereafter be referred to as, together, the “**Parties**”.

RECITALS:

A. Lessor and Lessee entered into that certain Option and Land Lease dated September 30, 2022 (“**Lease**”) for that certain real property in Graves County, Kentucky (“**Premises**”), a memorandum of which was recorded in the public records of Graves County, Kentucky on August 11, 2023, in Book MIS22, Pages 343-405 as Document No. 392926 (“**Memorandum**”).

B. Lessor and Lessee desire to amend the Lease as provided below.

AMENDMENT:

NOW THEREFORE, in consideration of the covenants, agreements and for other good and valuable consideration herein contained, Lessor and Lessee agree as follows:

1. Legal Description. Exhibit A of the Lease is hereby amended to:

- (a) correct the Tax ID No. of Parcel 23;
- (b) update the residual and effective acreage of the Premises; and,
- (c) provide an exhibit to depict and define the location of the Premises excluded from the Lease;

all as shown on the attached Exhibit A herein.

2. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

3. No Modification. Except as specifically set forth in this First Amendment, all terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the terms of the Lease and this First Amendment, the terms of this First Amendment shall prevail.

4. Counterparts. This First Amendment may be executed in separate counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this First Amendment to be executed as of the First Amendment Effective Date.

LESSOR:

**PURCHASE AREA REGIONAL
INDUSTRIAL AUTHORITY, INC.**

By: Mark Mang
Name: MARK Mang
Title: President

Dated: 10/17/24

IN WITNESS WHEREOF, each of the Parties hereto has caused this First Amendment to be executed as of the First Amendment Effective Date.

LESSEE:

MYSO, LLC

a Delaware limited liability company

By:  _____

Name: Martin Hermann

Title: Manager

Dated: November 6, 2024

By: _____

Name: Ron Kiecana

Title: Chief Development Officer

Dated: _____

EXHIBIT A

Description of Premises

Parcel 23:

Tax ID No.: 083.00.00.073.00

Parcel contains 182.72 acres

BEGINNING at a steel rod set in the northwest corner of the southwest quarter of Section 16, T5NR1E. Thence N 85° 15' 00" E, 16.5 feet to a steel rod set in the north line of the said quarter and the east line of the Baldree Road. Thence S 1 ° 40' 41 W, 2126.88 feet along the east line of the Baldree Road and generally a fence to a ½ inch steel rod found and a steel rod set in the southwest corner of this description and the northwest corner of the David Ray land

of record in Deed Book 347 Page 672 in the records of the Gray Thence N 85° 58' 36" E, 4146.58 feet along the Ray north line and rod set in the center of a slough a corner to the Ray land. Thence slough to steel rods set at meandering calls 10 a steel rod set in the quarter of Section 16 as follows:

- N 10° 22' 36" E, 83.23 feet
- N 3° 29' 41" W, 98.43 feet
- N 2° 41' 14" W, 301.80 feet
- N 44° 59' 47" W, 110.46 feet
- N 47° 13' 51" W, 287.37 feet
- N 29° 07' 58" W, 234.49 feet
- N 38° 16' 04" W, 225.47 feet
- N 34° 32' 38" W, 203.46 feet
- N 68° 15' 45" W, 39.96 feet
- N 66° 13' 07" W, 122.65 feet
- N 46° 41' 02" W, 168.93 feet
- N 47° 05' 13" W, 436.31 feet
- N 10° 46' 12" W, 240.33 feet

Thence S 86° 15' 00" W, passing over a steel rod set in the northeast quarter of Section 16, at 137.51 feet, in all 2807.46 feet along the : the point of BEGINNING AND CONTAINING 174.27 ACRES, in survey by D. O. Sullivan#1606 on September 18, 1998.

Also,

BEGINNING at a steel rod set in the southwest corner of the north T5NR1E. Thence N 86° 15' 00" E, 1381.05 feet along the south line of Section 16 to a point, same being the southwest corner of a 20 acre tract in Deed Book 211 Page 283. Thence N 1° 54' 41" E, 653.04 feet along the east line of Deed Book 211, Page 283 to a steel rod set in the northwest corner of Deed Book 211, Page 283. Thence N 0° 07' 42" E, 1375.70 feet along the east line of Larry Wilson of record in Deed Book 277 Page 228 and generally in the northeast corner of this description. Thence S 87° 47' 33" E, 1375.70 feet along generally a fence line and the south line of the land of Larry Wilson of record in Deed Book 277 Page 228 and Deed Book 176 Page 33 to a steel rod set in the northeast corner of this description and a corner to the Wilson land. Thence S 1° 30' 11" E, 653.04 feet along generally a fence and the west line of the Wilson land to the point of BEGINNING. CONTAINING 64.34 ACRES, more or less, according to a survey made and recorded on September 18, 1998.

EXCEPT

A 43.178 acre tract of land lying approximately 0.6 miles east of U.S. Highway 45 and approximately 0.15 miles north of East Baldree Road (a.k.a. Leon Baldree Road) on the north side of the Folsomdale Community in Graves County, Kentucky, and with said 43.178 acres being more particularly described as:

Beginning at an Existing Iron Pin & Cap #1606 found on the south side of East Pittman Road, approximately 16.7 feet south of the centerline and approximately 506 feet east of the centerline of U.S. Highway 45 said iron pin & cap being at the northwest corner of Tract I of Parcel II of the Purchase Area Regional Industrial Authority, Inc. property (formerly Crawford property) as described in D.B. 420, Pg. 51; THENCE South 87 degrees 12 minutes 03 seconds East for a distance of 2661.55' feet along the south side of East Baldree Road and the north side of said Tract I of Parcel II to an Iron Pin & Cap #3499, said iron pin & cap being set at the beginning of a curve where East Baldree Road turns and runs in a southerly direction; THENCE North 80 degrees 05 minutes 53 seconds East for a distance of 51.87 feet crossing East Baldree Road to a 5/8" Rebar Iron Pin at the southwest corner of Tract III of Parcel II of the same Purchase Area Regional Industrial Authority, Inc. property described in D.B. 420, Pg. 51, and being the southwest corner of the tract of which the herein described 43.178 acres is a part of; THENCE

North 02 degrees 37 minutes 53 seconds East for a distance of 687.63 feet along the west boundary of said Tract III of Parcel II and the east boundary Tract V of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Iron Pin & Cap #3499 set and being the TRUE POINT OF BEGINNING of the herein described property;

THENCE North 02 degrees 37 minutes 53 seconds East for a distance of 1377.79 feet continuing along the west boundary of said Tract III of Parcel II and the east boundary Tract V of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the northwest corner of the herein described property;

THENCE North 88 degrees 37 minutes 56 seconds East for a distance of 1352.83 feet continuing along the north boundary of said Tract III of Parcel II and a southerly boundary of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the northeast corner of the herein described property;

THENCE South 01 degrees 19 minutes 07 seconds West for a distance of 1375.58 feet continuing along the east boundary of said Tract III of Parcel II and a westerly boundary of the Larry Wilson, et al property (D.B. 402, Pg. 588) to an Existing Iron Pin # Cap #1606 found and being the southeast corner of the herein described property;

THENCE South 88 degrees 37 minutes 00 seconds West for a distance of 1384.45 feet along a new line and the north boundary of the remaining portion of said Tract III of Parcel II of the Purchase Area Regional Industrial Authority, Inc. property to the point of beginning, and containing 43.178 acres.

Being the real estate conveyed to Purchase Area Regional Industrial Authority, Inc. by Deed Book 417, Page 528 and thereafter by Deed Book 420, Page 51.

RESIDUAL AND EFFECTIVE ACREAGE

The Premises contains 2,067.6058 acres, more or less, EXCEPT 202.55 acres as depicted below, leaving a residual and effective acreage of 1,865.0558, more or less.

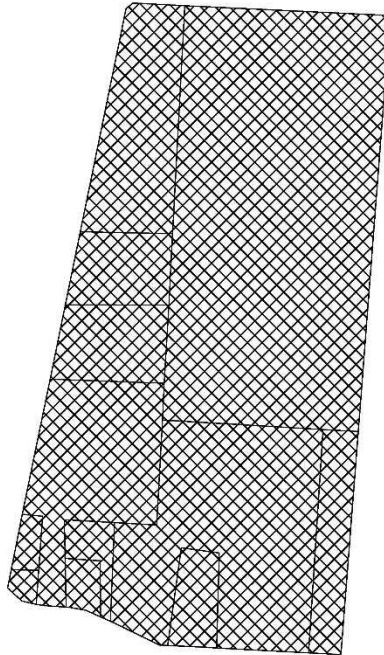
EXCEPTED AREA

** It is agreed herein by both Lessor and Lessee that two hundred two and 55/100 (202.55) acres of land shall be withheld and excepted from this Agreement. The location of said two hundred two and 55/100 (202.55) acres is depicted below.

BrightNight, 2024;

Map Developed by BrightNight, 2024;

Information shown on this map is compiled from numerous sources, may not be complete or accurate, is intended for planning only, is not suitable for construction, and is supplied without representations or warranties of any kind.



Exclusion



1 inch = 1,000 feet
0 250 500 1,000
Feet



Purchase Area
Regional Industrial Authority, Inc
Graves Co., KY

Project:

MYSO

Date:

10/24/2024




Figure:

N/A

TAH Z:\Shared\GIS\Dev\Projects\America_North\US\MYSO\Pro\FigureX-MYSO-Agreement\Exhibit-SITE-0000273-Exclusions-v01-8x11-P.aprx

COVER PAGE TO OPTION AND LAND LEASE

Lessor	Benjamin Y. Wilson and Laurel Gay Wilson, husband and wife
Lessee	MYSO, LLC, a Delaware limited liability company
Premises	Certain real property located in Graves County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> (“Premises”).
Option Period End Date	[REDACTED]
Option Rent	[REDACTED] The first payment of Option Rent will be made [REDACTED] after the Effective Date.
Extended Term	The Extended Term of the lease shall continue [REDACTED] terminated sooner in accordance with the terms of the lease.
Renewal Term	The Lessee shall have the right to extend the Extended Term [REDACTED]
Annual Rent	[REDACTED] The Annual Rent shall be payable in quarterly installments equal to one-fourth of the Annual Rent (“Quarterly Rent”), [REDACTED] Annual Rent shall escalate [REDACTED]
Supplemental Rent	[REDACTED]
Signing Bonus	[REDACTED]
Construction Bonus	[REDACTED]

<p>Addresses for Notice</p>	<p><u>If to Lessor:</u> Benjamin Y. Wilson and Laurel Gay Wilson 12180 State Route 45 North Boaz, KY 42027 </p> <p><u>If to Lessee:</u> BrightNight Power, LLC 515 North Flagler Drive, Suite 250 West Palm Beach, FL 33401 Attn: Legal Email: legal@brightnightpower.com</p>
------------------------------------	---

OPTION AND LAND LEASE

This Option and Land Lease (“**Agreement**”) is made as of the latest date of signature below (“**Effective Date**”) between Lessor, and Lessee. Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

- A. Lessor is the owner of the Premises.
- B. Lessee is exploring the possibility of developing, owning, and operating a commercial solar energy facility, energy storage facility, and/or other renewable energy facilities (“**Project**”).
- C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.
- D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

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

ARTICLE I. Premises

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an exclusive option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation, energy storage, and/or other renewable-energy-related facilities feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases

the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Facilities**”:

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

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

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

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

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy and/or energy storage purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for energy purposes and to convert and store energy resources on the Premises. For purposes of this Agreement, “energy purposes” means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting electrical energy, and any and all other activities related to the preceding including for compliance with commonwealth or local laws.

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

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, gathering data, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) [REDACTED] Lessor shall deliver to Lessee copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Lessor or within Lessor’s possession or control relating to or affecting the Premises, including, but not limited to, owner’s policies of title insurance, land surveys, environmental surveys and assessments, and appraisals.

(iii) Lessor or its farm tenant (“**Farmer**”) may engage in crop farming on portions of the Premises so long as such farming is terminable [REDACTED] and does not interfere with Lessee’s ability to investigate and inspect the Premises nor interfere with Lessee’s ability to exercise its Option. Upon Lessee’s exercise of the Option,

Lessee will use commercially reasonable efforts to allow Lessor or Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Lessor, or, if directed by Lessor, Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

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

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

(ii) an easement for ingress to and egress from the Facilities (whether such Facilities are located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises during the term of this Agreement, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee shall consult with Lessor prior to finalizing the Access Easement route to minimize the impact to Lessor's activities on the Premises.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises outside of any security fencing that is not occupied by Facilities to the extent such use does not interfere with the Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. Lease Term

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The “**Option Period**” commences on the Effective Date and expires on the Option Period End Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee’s exercise of the Option to lease the Premises for the Extended Term (“**Option Notice**”),

[REDACTED] (“**Extended Term Date**”). Lessee may exercise the Option for all or a portion of the Premises and shall include such information in the Option Notice; [REDACTED]

[REDACTED] If Lessee elects to exercise the Option for less than the entire Premises, the legal description of that portion of the Premises to be leased will replace the legal description on Exhibit A of this Agreement without the need for an amendment, if allowable by commonwealth law and county requirements, and Lessee may record a notice of the Extended Term Date and the legal description of that portion of the Premises that Lessee has elected to lease in the public records of the county in which the Premises is located. If Lessee elects to exercise the Option for less than the entire Premises, then following the Extended Term Date, the term Premises, as used in this Agreement shall mean the legal description and acreage of the property for which Lessee elected to exercise the Option. The Extended Term of the Agreement is as set forth on the Cover Page (“**Extended Term**”).

(c) Renewal Term. The Extended Term shall automatically be extended as set forth on the Cover Page (each, a “**Renewal Term**”), unless Lessee provides written notice to the contrary. The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease and Release of Property

(a) The occurrence of any of the following events shall terminate this Agreement:

(i) The expiration of this Agreement as set forth in Section 2.1; or

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

(iii) An uncured event of Monetary Default (as defined below) by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or

(iv) Lessee’s execution and delivery of written notice of termination to Lessor, in Lessee’s sole and absolute discretion and, if applicable, the decommissioning and removal of the Facilities in accordance with Section 4.3; or

(v) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

(b) At any time during the Option Period, the Extended Term, and any Renewal Term, Lessee may release a portion of the Premises in its sole and absolute discretion by providing notice to Lessor and recording a release of lease in the public records for the applicable portion of the Premises without the need for an amendment. In the event of such partial release, Lessee shall decommission and remove any Facilities on such portion of the Premises subject to release in accordance with Section 4.3. Lessee's obligation to pay any amounts applicable to the released property, including Option Rent (as defined below) or Annual Rent (as defined below), as applicable shall terminate as of the date of such release;

ARTICLE III. Payments and Taxes

Section 3.1 Option Period Rent

During the Option Period, Lessee shall pay Lessor an annual payment equal to the Option Rent, paid in equal quarterly installments in advance, [REDACTED]; *provided*, that the first payment of Option Rent will be made as set forth on the Cover Page, except that in the event the Agreement is terminated in accordance with the terms of this Agreement prior to such date, Lessee shall not be obligated to make such Option Rent payment. Thereafter, each quarterly payment of Option Rent shall be made [REDACTED] and expiring on the earlier to occur of: (i) the Extended Term Date or (ii) the Option Period End Date. [REDACTED]. If the option is exercised, the Option Rent paid by Lessee to Lessor shall be *pro-rated* for the current quarter and any excess Option Rent paid shall be applied against the Annual Rent. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement or to release any portion of the Premises at any time during the Option Period.

Section 3.2 Annual Rent

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

(a) Beginning on the first day of the Extended Term, Lessee shall pay an annual rent equal to the Annual Rent as set forth on the Cover Page payable quarterly in advance, *provided* that the first quarterly payment of Annual Rent shall be reduced by any applied portion of the Option Rent paid for the current Quarter. Thereafter, payment of Quarterly Rent will be made [REDACTED]

Annual Rent shall escalate as set forth on the Cover Page.

Section 3.3 Supplemental Rent

The Supplemental Rent during the Extended Term shall be paid as follows:

(a) [REDACTED] Lessee shall pay, [REDACTED] an annual supplemental rent equal to the Supplemental Rent as set forth on the Cover Page payable quarterly in advance. Payment of Quarterly Supplemental Rent will be made [REDACTED]

Section 3.4 Taxes, Assessments and Utilities

(a) [REDACTED]

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

(c) [REDACTED]

Section 3.5 Payment Forms

Notwithstanding anything in this Agreement to the contrary, Lessee shall have no obligation to make any payment to Lessor otherwise required under this Agreement until Lessor has returned to Lessee a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Lessee to Lessor prior to execution of this Agreement or (ii) be provided by Lessee to Lessor promptly upon execution of this Agreement. Lessee's failure to provide a form W-9 shall not discharge the requirement that Lessor provide a Form W-9 prior to receiving payment.

Section 3.6 Signing Bonus

As additional consideration for all rights granted herein, if Lessor executes this Agreement, Lessee shall pay to Lessor [REDACTED] as set forth on the Cover Page.

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use

other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within sixty (60) calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

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

Section 4.3 Lessee's Improvements and Remediation

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

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within twelve (12) months from the date the Agreement expires or terminates and restore the Premises to a substantially similar state as it was prior to the commencement of construction.

(c) Underground electrical cables and collector lines shall be buried by Lessee, to the extent commercially reasonable and in accordance with all applicable laws.

(d) Decommissioning. Lessee shall fully comply with the conditions and requirements of Ky. Rev. Stat. §§ 278.704, et seq., including, but not limited to, providing a comprehensive decommissioning plan containing reclamation obligations and decommissioning security in such form or forms as stated in said Ky. Rev. Stat. §§ 278.704, et seq. In the event that Ky. Rev. Stat. §§ 278.704 et. seq. is repealed, replaced or amended, Lessee shall comply with either (1) the requirements of Ky.

Rev. Stat. §§ 278.704 as in effect on the Effective Date, or more stringent requirements if required by law.

Section 4.4 Hazardous Materials

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

Section 4.5 Insurance

(a) Prior to entry onto the Premises, Lessee shall obtain and maintain the following insurance covering the Facilities and Lessee'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.

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.

(b) Policy Provisions; Additional Insured. 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 Lessor. Lessee agrees to endeavor to provide not less than ten (10) days' notice before insurance is terminated or otherwise cancelled. Lessee's policies shall contain a clause making them primary and non-contributory and provide the Lessor with Additional Insured status solely with respect to Lessee's activities on the Premises.

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

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein and Lessor shall deliver written evidence of such authority (including, without limitation, any and all consents or any other applicable documentation granting Lessor the authority to enter into and consummate this Agreement, any related agreements or the transactions contemplated hereunder). All persons having any fee or dower ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. Lessor shall reasonably cooperate with Lessee, at no out-of-pocket cost to Lessor, in curing any title defects discovered by Lessee. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessor to Lessee in writing prior to or at the time of execution of this Agreement.

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

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

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

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, 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 Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

(a) Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall have the right to encumber, mortgage, or convey the Premises, provided that this Agreement shall remain in full force and effect, that such encumbrance shall not interfere with this Agreement, any of Lessee's rights hereunder, or Lessee's quiet enjoyment of the Premises, and that Lessor shall make best efforts to obtain non-disturbance and subordination agreements from any lender with a mortgage against the Premises.

(b) Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Facilities and the Project. If required by local governmental entity, Lessor hereby appoints Lessee as Lessor's agent for the sole purpose of preparing, executing, applying for, submitting and/or prosecuting in Lessor's name, any and all approvals on behalf of Lessor.

(c) Lessor and Lessee shall also provide the other Party with such further assurances and shall execute any estoppel certificates, consents to assignments, subordination and non-disturbance agreement, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee, Lessor, or any of their respective lenders or investors.

Section 5.5 Estoppel Certificates

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

Section 5.6 Mineral Rights

(a) Lessor retains and reserves all subsurface oil, gas, coal, and other minerals in, on, under or that may be produced from the Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

(i) To the best of Lessor's knowledge, Lessor is the sole owner of the Mineral Rights and Lessor holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit B.

(ii) For the term of this Agreement, Lessor hereby expressly agrees that it will not use the Premises or permit any other party to use the Premises for the production of oil, gas, or minerals or other purposes incident to the development or production of oil, gas, or other minerals.

(iii) To the extent Lessor, its predecessor, or any other holder of Mineral Rights has leased the Mineral Rights and such lease(s) are still in effect, Lessor shall cooperate with Lessee in obtaining a surface rights waiver agreement from such Mineral Rights lessee, accommodation agreements from any operators, affidavits of non-production, or other curative documentation.

Section 5.7 Right of First Refusal

In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time during the Extended Term, for the sale of the Premises ("Sale Offer"), Lessor, prior to the acceptance thereof, shall give Lessee, with respect to such Sale Offer, written notice thereof and a copy of said Sale Offer including the name and address of the proposed purchaser, and Lessee shall have the option and right of first refusal for thirty (30) days after receipt of such notice within which to elect to purchase the Premises on the terms of said Sale Offer. If Lessee shall elect to purchase the Site pursuant to the right of first refusal herein granted, it shall give notice of such election within such thirty (30)-day period. Lessee's failure at any time to exercise its option under this Section 5.7 shall not affect this Agreement and the continuance of Lessee's rights and options under this and any other section hereof.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

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

Section 6.2 Crop Damage

(a) Lessee shall pay Lessor crop damages [REDACTED] ("**Crop Damages**").

[REDACTED]

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

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

[REDACTED] For purposes of the foregoing, "Lessor'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 Lessee's sole cost and expense. [REDACTED]

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

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

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement

and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

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

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

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

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times, have the right without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or

any portion of the Premises for energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee that has (a) experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Facilities, (b) adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability, and (c) that Lessee shall not be relieved from any financial obligations arising prior to such assignment or conveyance. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

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

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

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation

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

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee 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 Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

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

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

(a) Each of the following shall constitute an event of default:

(i) any failure by Lessee to pay any amounts due under Article III [REDACTED] after written notice from Lessor (“**Monetary Default**”); or

(ii) any other material breach of this Agreement by either Party [REDACTED] after receipt of written notice of default from the nondefaulting Party or, [REDACTED] the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time (“**Non-Monetary Default**”).

(b) Upon the occurrence of a Monetary Default, Lessor may elect to terminate this Agreement by providing written notice to Lessee.

(c) Notwithstanding any other provision of this Agreement or any rights or remedies which Lessor might otherwise have at law or in equity, at all times while there are Facilities being constructed or located on the Premises, except as set forth in Section 9.1(b) above, Lessor shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy and Lessor shall be limited to seeking damages in the event of any Non-Monetary Default by Lessee.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Facilities from the Premises at Lessee’s expense except as otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have twelve (12) months from the date the Agreement expires or is terminated to remove the Facilities. For the period between the date of

termination or expiration and the date upon which Lessee completes removal of the Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor [REDACTED]

Section 9.3 Specific Performance

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

ARTICLE X. Miscellaneous

Section 10.1 Notice

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

Section 10.2 Premises Information

The acreage amount(s) and legal description(s) contained in this Agreement represent the acreage amount(s) and legal description(s) from the most current publicly available information for the Premises. In the event that, upon completion of Lessee's survey, there is any discrepancy in the amount of acres or in the legal description(s) of the Premises shown on the survey which differs from such publicly available information, Lessee's survey shall prevail and Lessee shall provide an amendment to this Agreement and Memorandum updating the amount of acres and/or legal description(s) as shown on Lessee's survey. This statement serves as acknowledgment and agreement by the Parties that any differences in acreage determined by Lessee's survey shall supersede the publicly available information provided for the Premises.

Section 10.3 Separate Agreements

Lessee may divide the Premises into two or more separate, stand-alone projects or phases of development if such division becomes, in Lessee's determination with Lessor's consent (which consent shall not be unreasonably withheld, conditioned, or delayed), necessary to further the operations and/or the development of the Battery Facilities and a separate entity may be the lessee or grantee for each project or phase of development. If Lessee elects to divide the Premises into two or more projects or phases of development, Lessor shall, [REDACTED] bifurcate this Agreement by entering into and delivering to Lessee two (or the requested number of) stand-alone new agreements (which

shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee and with the necessary easement, subeasement or co-easement rights in the Premises (each, a “**Bifurcated Agreement**”). Any Bifurcated Agreement shall: (i) specify the portion(s) of the Premises to be covered by such Bifurcated Agreement (and the term “Premises”, as used in such Bifurcated Agreement shall refer only to such portion(s)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee, any assignee, or any other person or entity prior to the execution of such Bifurcated Agreements, and except for any modifications that may be required to ensure that Lessee’s and Lessor’s respective combined obligations under such Bifurcated Agreements do not exceed their respective obligations under this Agreement and be in a form reasonably acceptable to Lessee and Lessor); (iii) be for a term equal to the then-remaining term of this Agreement; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates; (v) require payment of rent to Lessor in the amount shown in Article III of this Agreement for any acreage of the Premises subject to such Bifurcated Agreement; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Premises; and (vii) specify that Lessor acknowledges and agrees that any new Bifurcated Agreements shall be separate stand-alone obligations of the lessee or grantee named in such Bifurcated Agreement, and that in the event of a uncured event of default by the named lessee or grantee under one Bifurcated Agreement, such default shall not affect or cause a termination of any other Bifurcated Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Section shall permit Lessee to exercise its option on less than one hundred seventy-five (175.00) acres of the Premises.

Section 10.4 No Third-Party Beneficiaries

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

Section 10.5 Entire Agreement

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

Section 10.6 Legal Matters

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

(b)

Section 10.7 Cooperation

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

Section 10.8 Waiver

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

Section 10.9 Relationship of Parties

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

Section 10.10 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) is already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose

such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.9 shall survive the termination or expiration of this Agreement.

Section 10.11 Counterparts

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

Section 10.12 Memorandum of Lease

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

Section 10.13 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing. If Lessor owns less than one hundred percent (100%) of the surface estate of the Premises, Lessor's rent payments as set forth in Article III

of this Agreement will be adjusted and paid pro-rata in accordance with Lessor's actual ownership of the surface estate of the Premises. Lessor shall cooperate with Lessee to obtain an agreement with the holders of any additional interest in the surface estate.

Section 10.14 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.

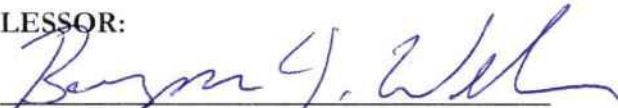
Section 10.15 Cover Page

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:


Name: Benjamin Y. Wilson

Dated: 8-8-25


Name: Laurel Gay Wilson

Dated: 08-08-2025

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

LESSEE:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 8/26/2025

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

Tax ID No: 066.00.00.081.00

Tax ID No: 066.00.00.081.01

Tax ID No: 083.00.00.081.00

The above Tax ID Nos. share one and the same legal descriptions situated in Graves County, Kentucky, being more particularly described as follows:

TRACT V:

Being 162 1/4 acres of land, exclusive of a 1.0 acre graveyard, located partly in the northwest quarter of Section 16, and partly in the northeast and northwest quarters of Section 17, all in T 5 R 1 E, and more particularly bounded and described as follows:

Beginning at a post on the south line of the northwest quarter of Section 17 T 5 R 1 E, same being 14 3/4 poles west from the southeast corner of the said quarter thereof, and running thence North 3-1/2 degrees West 110-7/8 poles along P.H. Owen line to a post and iron stake; thence North 86-1/2 degrees East, along P. H. Owen line 102-1/2 poles to a post; thence North 2 degrees West, along P.H. Owen line, 52-3/5 poles to James E. Wilson line; thence North 82-1/2 degrees East 70 poles to an iron stake at James E. Wilson and P. H. Owen common corner, same being the northeast corner of the northeast quarter of the said Section 17 T 5 R 1 E; thence North 86 degrees East, along P. H. Owen line, 66-2/3 poles to an iron stake; thence South 2 degrees East, along P. H. Owen line, 36-3/4 poles to a stake in L. W. Hodges line, 63-2/3 poles to a post and stake; thence South 4 degrees East, along L. W. Hodges line, 124-1/3 poles to the center of the public road on the south line of the aforesaid quarter; thence South 87 degrees West, along the public road, and the south line of the northeast and northwest quarters of Section 17 T 5 R 1 E, 178-7/8 poles to the beginning, and containing, as aforesaid, 162-1/4 acres of land, exclusive of the 1.0 acre graveyard.

Description of premises according to survey made by John T. Ligon, Graves County Surveyor, on July 17, 1952.

Being the real estate conveyed to Benjamin Wilson by Deed dated March 9, 2015, at Deed Book 494, Page 130 filed in the Register of Deeds Office of Graves County, KY.

Also being part of the following described lands:

TRACT II:

A 100.00 ACRE PARCEL OF LAND AS PER APRIL 13, 2020 SURVEY OF JASON W. LOOPER, KY LS #3573 AND LOCATED ON THE EAST SIDE OF US 45 NORTH IN THE FOLSOMDALE COMMUNITY OF GRAVES COUNTY, KENTUCKY;

AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE PARENT TRACT OF LAND AS DESCRIBED IN DEED BOOK 391, PAGE 188, BEING A EXISTING CONCRETE RIGHT OF WAY MONUMENT FOUND IN THE EAST RIGHT OF WAY OF US 45, THENCE NORTH 00 DEG. 28 MIN. 48 SEC WEST-860.92 FEET TO THE NORTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED, SAID CORNER BEING A EXISTING ½" DIA. STEEL PIN FOUND AT THE SOUTHWEST CORNER OF THE GARRY WILSON AND RONNIE WILSON PROPERTY AS DESCRIBED IN DEED BOOK 369, PAGE 555;

SAID CONCRETE MONUMENT LIES ON A BEARING OF NORTH 13 DEG. 19 MIN. 10 SEC. EAST—1870.14 FEET FROM THE INTERSECTION OF THE CENTERLINE OF US 45 NORTH AND THE CENTERLINE EAST BALDREE ROAD;

THENCE S 88°54'11" E A DISTANCE OF 2794.70' ALONG THE SOUTH LINE OF GARRY WILSON AND RONNIE WILSON TO A 2" DIA. STEEL PIPE FOUND, SAID PIPE BEING THE SOUTHEAST CORNER OF GARRY WILSON AND RONNIE WILSON;

THENCE N 00°36'44" E A DISTANCE OF 839.85' ALONG THE EAST LINE OF GARRY WILSON AND RONNIE WILSON TO A ½" DIA. X 24" LNG. STEEL PIN WITH CAP #3573 SET (IPCS);

THENCE N 88°41'42" E A DISTANCE OF 1217.43' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 00°31'09" E A DISTANCE OF 1402.32' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 84°58'52" W A DISTANCE OF 1375.86' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 00°00'00" E A DISTANCE OF 317.93' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 89°57'06" W A DISTANCE OF 2207.91' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 00°21'00" W A DISTANCE OF 125.82' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 24°34'43" W A DISTANCE OF 305.60' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 83°21'05" W A DISTANCE OF 303.63' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A POINT LOCATED AT THE NORTHEAST CORNER OF A 30' WIDE EASEMENT FOR EGRESS AND INGRESS ESTABLISHED THIS SURVEY;

THENCE N 83°21'05" W A DISTANCE OF 30.00' ALONG THE NORTH LINE OF SAID EASEMENT TO A IPCS IN THE EAST RIGHT OF WAY OF US 45, SAID PIN BEING THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED;

THENCE N 03°34'12" E A DISTANCE OF 140.52' GENERALLY ALONG THE EAST RIGHT OF WAY OF US 45 NORTH TO A POINT;

THENCE N 00°30'33" W A DISTANCE OF 445.81' GENERALLY ALONG THE EAST RIGHT OF WAY OF US 45 NORTH TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO ALL PREVIOUSLY CONVEYED EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS OF RECORD AND NOT OF RECORD IF ANY.

THE ABOVE DESCRIBED PROPERTY IS ACCESSED BY MEANS OF A EASEMENT FOR EGRESS AND INGRESS AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED ABOVE, SAID CORNER BEING A IPCS IN THE EAST RIGHT OF WAY OF US 45 NORTH;

**THENCE S 83°21'05" E A DISTANCE OF 30.00' TO A POINT;
THENCE S 03°20'11" W A DISTANCE OF 199.08' TO A POINT;
THENCE N 86°13'03" W A DISTANCE OF 30.00' TO A POINT;
THENCE N 03°21'02" E A DISTANCE OF 200.58' TO THE POINT OF BEGINNING.**

Being the real estate conveyed to Benjamin Wilson and Laurel Wilson by Deed dated September 4, 2020, at Deed Book 532, Page 641 filed in the Register of Deeds Office of Graves County, Ky.

Being the real estate conveyed to Benjamin Wilson by Deed dated March 9, 2015, at Deed Book 494, Page 130 filed in the Register of Deeds Office of Graves County, Ky.

Tax ID No 066.00.00.081.00 contains 60.00 acres, more or less

Tax ID No 066.00.00.081.01 contains 100.00 acres, more or less

Tax ID No: 083.00.00.081.00 contains 48.00 acres, more or less

Parcel contains 208.00 acres, more or less

Parcel 2:

Tax ID No: 066.00.00.084.00

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

Being 31.127 acres in the northeast quarter of section 17 township 5 range 1 east in Graves County, Kentucky, and being off the east end of the 145.3 acre tract described in Deed Book 211, page 221, and said 31.127 acres is more particularly described as follows:

Beginning at an iron rod at the intersection of the north line of the section with the east right of way line of New or Relocated U.S. Highway No. 45, and running thence North 89 degrees 55 minutes 48 seconds East along the section line 1646.53 feet to an iron rod; thence South 8 degrees 05 minutes 29 seconds West 867.34 feet to a crosstie corner post; thence South 89 degrees 50 minutes 47 seconds West 1499.25 feet to a concrete right of way marker in the east line of Relocated U.S. Highway No. 45; thence North 3 degrees 19 minutes 33 seconds East along said right of way line 73.02 feet to a concrete right of way marker; thence North 87 degrees 23 minutes 00 seconds West along said right of way line 30.00 feet; thence North 2 degrees 16 minutes 30 seconds East along said right of way line 341.10 feet; thence North 1 degree 40 minutes 30 seconds West continuing along said right of way line 445.81 feet to the point of beginning.

LESS AND EXCEPT:

TRACT I:

A 2.28 ACRE PARCEL OF LAND AS PER APRIL 13, 2020 SURVEY OF JASON W. LOOPER, KY LS #3573 AND LOCATED ON THE EAST SIDE OF US 45 NORTH IN THE FOLSOMDALE COMMUNITY OF GRAVES COUNTY, KENTUCKY;

AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED, SAID CORNER BEING A EXISTING CONCRETE RIGHT OF WAY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE PARENT TRACT OF LAND AS DESCRIBED IN DEED BOOK 391, PAGE 188;

SAID POINT OF BEGINNING LIES ON A BEARING OF NORTH 13 DEG. 19 MIN. 10 SEC. EAST—1870.14 FEET FROM THE INTERSECTION OF THE CENTERLINE OF US 45 NORTH AND THE CENTERLINE EAST BALDREE ROAD;

THENCE N 04°53'18" E A DISTANCE OF 72.90' ALONG THE EAST RIGHT OF WAY OF US 45 TO A POINT AT THE SOUTHEAST CORNER OF A 30 FOOT EASEMENT ESTABLISHED THIS SURVEY FOR EGRESS AND INGRESS TO THE ADJOINING PROPERTY TO THE NORTH;

THENCE N 86°13'03" W A DISTANCE OF 30.00' ALONG THE EAST RIGHT OF WAY OF US 45 TO A POINT AT THE SOUTHWEST CORNER OF A 30 FOOT EASEMENT ESTABLISHED THIS SURVEY FOR EGRESS AND INGRESS TO THE ADJOINING PROPERTY TO THE NORTH;

THENCE N 03°21'02" E A DISTANCE OF 200.58' ALONG THE EAST RIGHT OF WAY OF US 45 TO A ½" DIA. X 24" LNG. STEEL PIN WITH CAP #3573 SET (IPCS) AT THE NORTHWEST CORNER OF A 30 FOOT EASEMENT ESTABLISHED THIS SURVEY FOR EGRESS AND INGRESS TO THE ADJOINING PROPERTY TO THE NORTH AND BEING THE NORTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED;

THENCE S 83°21'05" E A DISTANCE OF 30.00' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A POINT AT THE NORTHEAST CORNER OF SAID 30 FOOT EASEMENT;

THENCE S 83°21'05" E A DISTANCE OF 303.63' CONTINUING ALONG A NEW LINE ESTABLISHED THIS SURVEY AND THE NORTH LINE OF THE PROPERTY HEREIN DESCRIBED TO A IPCS;

THENCE S 24°34'43" E A DISTANCE OF 268.30' ALONG THE EAST LINE OF THE PROPERTY HEREIN DESCRIBED TO A IPCS;

THENCE N 88°58'02" W A DISTANCE OF 431.06' ALONG THE SOUTH LINE OF THE PROPERTY HEREIN DESCRIBED TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO ALL PREVIOUSLY CONVEYED EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS OF RECORD AND NOT OF RECORD IF ANY.

TRACT I BEING A PORTION OF THE SAME REAL ESTATE CONVEYED TO BENJAMIN Y. WILSON AND WIFE, LAUREL GAY WILSON, BY DEED FROM LARRY A. WILSON AND WIFE, CLARENE WILSON, DATED NOVEMBER 15, 2000, RECORDED NOVEMBER 15, 2000, AT 3:49 P.M., AND OF RECORD IN DEED BOOK 391, PAGE 188, GRAVES COUNTY COURT CLERK'S OFFICE.

Being the real estate conveyed to Benjamin Wilson and Laurel Wilson by Deed dated November 15, 2000, at Deed Book 391, Page 188 filed in the Register of Deeds Office of Graves County, KY.

Also being part of the following described lands:

TRACT II:

A 100.00 ACRE PARCEL OF LAND AS PER APRIL 13, 2020 SURVEY OF JASON W. LOOPER, KY LS #3573 AND LOCATED ON THE EAST SIDE OF US 45 NORTH IN THE FOLSOMDALE COMMUNITY OF GRAVES COUNTY, KENTUCKY;

AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE PARENT TRACT OF LAND AS DESCRIBED IN DEED BOOK 391, PAGE 188, BEING A EXISTING CONCRETE RIGHT OF WAY MONUMENT FOUND IN THE EAST RIGHT OF WAY OF US 45, THENCE NORTH 00 DEG. 28 MIN. 48 SEC WEST-860.92 FEET TO THE NORTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED, SAID CORNER BEING A EXISTING ½" DIA. STEEL PIN FOUND AT THE SOUTHWEST CORNER OF THE GARRY WILSON AND RONNIE WILSON PROPERTY AS DESCRIBED IN DEED BOOK 369, PAGE 555;

SAID CONCRETE MONUMENT LIES ON A BEARING OF NORTH 13 DEG. 19 MIN. 10 SEC. EAST—1870.14 FEET FROM THE INTERSECTION OF THE CENTERLINE OF US 45 NORTH AND THE CENTERLINE EAST BALDREE ROAD;

THENCE S 88°54'11" E A DISTANCE OF 2794.70' ALONG THE SOUTH LINE OF GARRY WILSON AND RONNIE WILSON TO A 2" DIA. STEEL PIPE FOUND, SAID PIPE BEING THE SOUTHEAST CORNER OF GARRY WILSON AND RONNIE WILSON;

THENCE N 00°36'44" E A DISTANCE OF 839.85' ALONG THE EAST LINE OF GARRY WILSON AND RONNIE WILSON TO A ½" DIA. X 24" LNG. STEEL PIN WITH CAP #3573 SET (IPCS);

THENCE N 88°41'42" E A DISTANCE OF 1217.43' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 00°31'09" E A DISTANCE OF 1402.32' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 84°58'52" W A DISTANCE OF 1375.86' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 00°00'00" E A DISTANCE OF 317.93' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE S 89°57'06" W A DISTANCE OF 2207.91' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 00°21'00" W A DISTANCE OF 125.82' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 24°34'43" W A DISTANCE OF 305.60' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A IPCS;

THENCE N 83°21'05" W A DISTANCE OF 303.63' ALONG A NEW LINE ESTABLISHED THIS SURVEY TO A POINT LOCATED AT THE NORTHEAST CORNER OF A 30' WIDE EASEMENT FOR EGRESS AND INGRESS ESTABLISHED THIS SURVEY;

THENCE N 83°21'05" W A DISTANCE OF 30.00' ALONG THE NORTH LINE OF SAID EASEMENT TO A IPCS IN THE EAST RIGHT OF WAY OF US 45, SAID PIN BEING THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED;

THENCE N 03°34'12" E A DISTANCE OF 140.52' GENERALLY ALONG THE EAST RIGHT OF WAY OF US 45 NORTH TO A POINT;

THENCE N 00°30'33" W A DISTANCE OF 445.81' GENERALLY ALONG THE EAST RIGHT OF WAY OF US 45 NORTH TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO ALL PREVIOUSLY CONVEYED EASEMENTS, RIGHTS OF WAY, COVENANTS, RESTRICTIONS OF RECORD AND NOT OF RECORD IF ANY.

THE ABOVE DESCRIBED PROPERTY IS ACCESSED BY MEANS OF A EASEMENT FOR EGRESS AND INGRESS AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED ABOVE, SAID CORNER BEING A IPCS IN THE EAST RIGHT OF WAY OF US 45 NORTH;

THENCE S 83°21'05" E A DISTANCE OF 30.00' TO A POINT;
THENCE S 03°20'11" W A DISTANCE OF 199.08' TO A POINT;
THENCE N 86°13'03" W A DISTANCE OF 30.00' TO A POINT;
THENCE N 03°21'02" E A DISTANCE OF 200.58' TO THE POINT OF BEGINNING.

Being the real estate conveyed to Benjamin Wilson and Laurel Wilson by Deed dated September 4, 2020, at Deed Book 532, Page 641 filed in the Register of Deeds Office of Graves County, Ky.

Parcel contains 28.84 acres, more or less

Less and except that portion containing approximately 33.94 acres, more or less, from the above-described property as generally depicted below

The Premises contains 202.90 acres, more or less, after any exclusions or exceptions

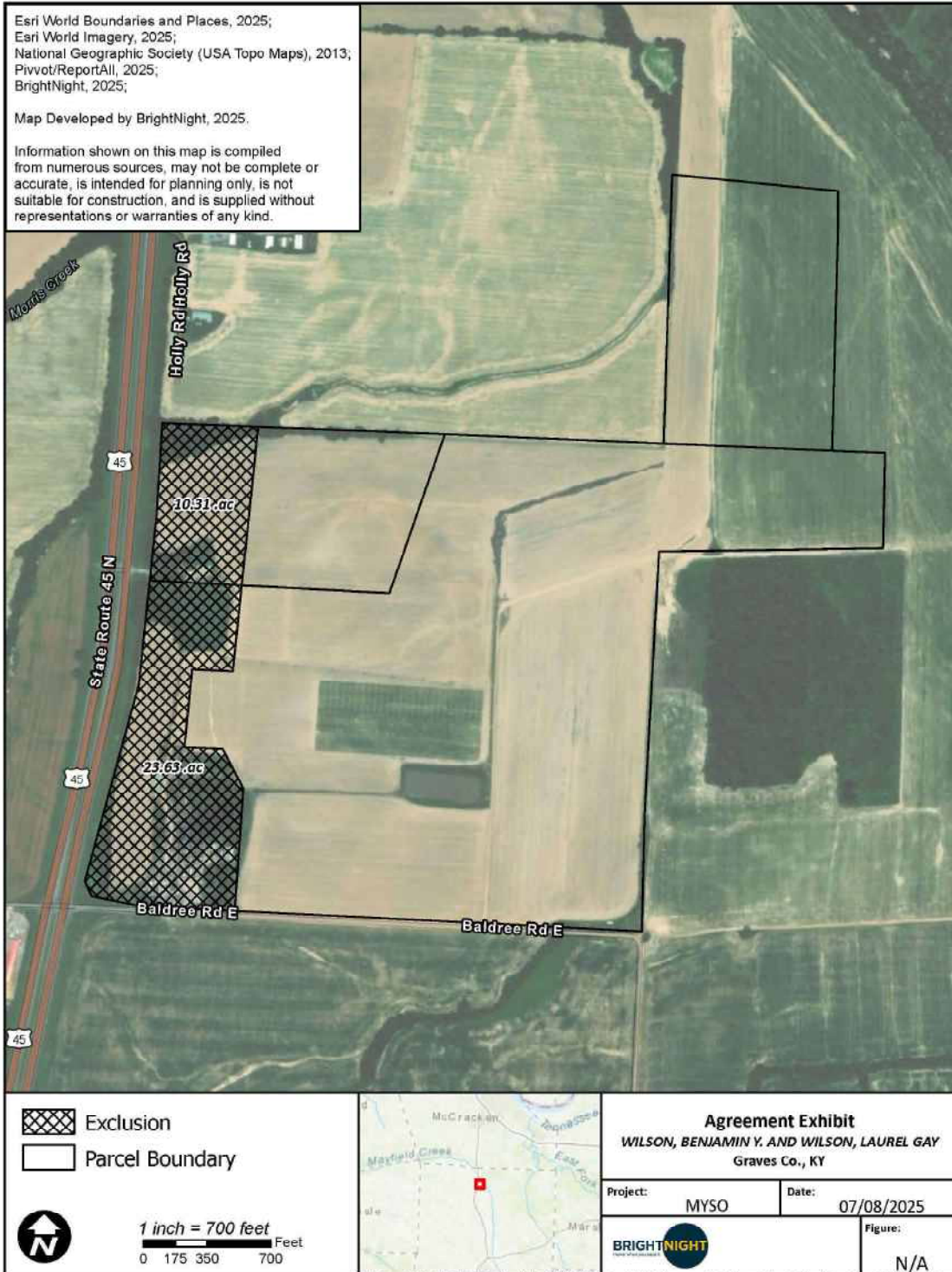


EXHIBIT B
Mineral Rights

EXHIBIT C

Form of Memorandum

(Attached)