

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between Linnie Jo Beckham, widowed and unmarried (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Numbers 067.01.00.025.00, 067.00.00.095.00, 067.01.00.026.00 and 067.01.00.027.00 and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Neighbor, Neighbor hereby conveys and grants to Developer a non-exclusive easement, right and entitlement (“**Effects Easement**”) to have such noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) move on, over, across and under the Neighboring Property. By granting this Effects Easement, Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as

a direct or indirect result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks

[REDACTED]

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

[REDACTED]

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

[REDACTED]

5. Construction Impact.

[REDACTED]

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction

[REDACTED]

6. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.

7. Successors, Heirs, and Assigns. This Agreement shall bind Neighbor and the Neighboring Property for the benefit of the Developer, the Project, and the Project Property, and shall run with the land as to the Neighboring Property. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties hereto. Developer shall have the right without Neighbor's consent to sell, convey, lease, or assign its interests under this Agreement to one or more persons or entities.

8. Continuing Nature. Neighbor, for and on behalf of itself, its successors, heirs, and assigns, further acknowledges that this Agreement contemplates all existing and future solar

operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

9. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

10. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED] Developer may terminate this Agreement [REDACTED]

11. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Linnie Jo Beckham
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

12. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

13. Governing Law. This Agreement shall be governed by law of Kentucky.

14. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

15. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon any termination of this Agreement, Developer

shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

LINNIE JO BECKHAM

Linn W. Beckham
Name: Lewis W. Beckham, her Attorney-in-Fact

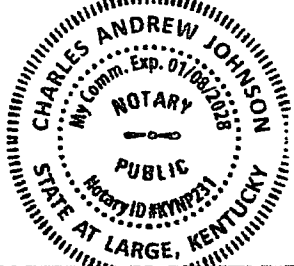
Dated: 10/24/25

Rex A. Beckham
Name: Rex A. Beckham, her Attorney-in-Fact

Dated: 10/24/25

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Calloway)

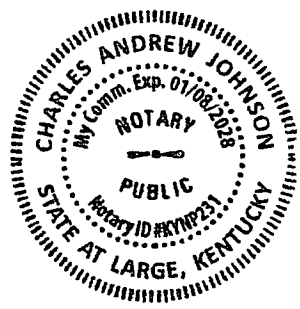
On Oct 24, 2025, before me, Charles Johnson, a Notary Public in and for said state, personally appeared Lewis W. Beckham, the Attorney-in-Fact for Linnie Jo Beckham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



C. Johnson
Notary Public
My Commission Expires: 1-8-28
Notary ID: KYNP231

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Calloway)

On Oct 24, 2025, before me, Charles Johnson, a Notary Public in and for said state, personally appeared Rex A. Beckham, the Attorney-in-Fact for Linnie Jo Beckham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



C. Johnson
Notary Public
My Commission Expires: 1-8-28
Notary ID: KYNP231

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative


Dated: 11/18/2025

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 18 day of November, 2025, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)

Glenn Marc
Signature of Notary Public
Print, Type/Stamp Name of Notary

 **GLENN MARCY LUGOSI**
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyevich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyevich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 067.01.00.025.00

The following described real estate lying in Graves County Kentucky:

Beginning at a point where the west boundary line of the Gordon Ford land and the east boundary line of the Curtis Galloway land intersect the north right-of-way line of the Boaz road; thence west along the aforesaid right of way line for a distance of 226 feet to a point; thence north for a distance of 230 feet to a point on the south boundary line of the Gordon Ford land; thence east for a distance of 226 feet to the west boundary line of the Gordon Ford land; thence south for a distance of 230 feet along the west boundary line of the Ford land to the beginning point, and containing 1 ½ acres more or less.

Tract III is being the same real estate conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham from Curtis Galloway and wife, Ida Galloway, by deed dated December 10, 1955, recorded December 10, 1955, and of record in Deed Book 160, Page 358, Graves County Court Clerk's Office.

Being the same property conveyed to Glenn W. Beckham and Linnie Jo Beckham, jointly and to the survivor, by Deed Book 160, Page 358 of the Graves County, Kentucky Clerk's Office. Thereafter, the said Glenn W. Beckham passed away on February 6, 2009 per Will Book Q1, Page 216 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.50 acres, more or less

Parcel 2:

Tax ID No: 067.00.00.095.00

The following described real estate lying in Graves County Kentucky:

TRACT I:

Being 48 ½ acres of land, more or less, off of the east end of the 100 acres of land off of the south side of the S E Qr of Sec 20 T 5 R 1 E.

This 48 ½ acres more or less, is to be exclusive of the 2 ½ acres of land conveyed to Bertie Cartwright out of the south east corner of the 100 acre tract, and the ½ acre excepted out of same fronting south on the Boaz Station road 75 feet and running back north far enough to contain one-half acre which lies immediately west of and adjoining the 2 ½ acres of Bertie Cartwright, deed book 60, page 46, which one-half of same is reserved to the grantors herein, but after these reservations there is supposed to be 48 ½ acres conveyed, more or less, and bounded on the east by public road and on the south by the Boaz Station road; on the north by Rives et al; west by Cleaver. (Now bordered on the west by Glenn W. Beckham et ux and Tony Rogers).

ALSO:

Being in the S E Qr of Sec 20 T 5 R 1 E, and beginning at a stake at the N W Corner of the tract herein conveyed; thence North 86° E. 273 feet to a road; thence South with the road approximately 133 feet to a stake; thence west 273 feet to a stake; thence North 3° W. 133 ½ feet to the beginning, and containing ¾ of an acre, more or less.

Tract I is being the same real estate conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham from Harry J. Holmes and wife, Mayme Lee Holmes by deed dated April 22, 1972, recorded April 22, 1972, and of record in Deed Book 232, Page 48, Graves County Court Clerk's Office.

EXCEPTION 1:

Being a lot which fronts south 130 feet on Kentucky Highway #849 (Folsomdale-Boaz Road) and runs back north 200 feet out of a 48-1/2 acre, more or less, tract of land which is more fully described in Deed Book 232, Page 48, Graves County Court Clerk's Office, and with the lot herein conveyed being more particularly described as follows:

Beginning at an iron stake on the north line of Kentucky Highway #849 (Folsomdale-Boaz Road), with said stake being north 88° 15' east 1976 feet along the north line of Kentucky Highway #849 from the center of U. S. Highway #45 in Folsomdale; and running thence north 88° 15' east along the north line of Kentucky Highway #849 (the north line being 20 feet from the center line) 130 feet to an iron stake; thence north 2° 14' west along an existing fence line 200 feet to an iron stake; thence south 88° 15' west 130 feet to an iron stake; thence south 2° 14' east 200 feet to the point of beginning.

Exception 1 is being the same real estate conveyed to Rex Allen Beckham and wife, Beverly Ann Beckham from Glenn W. Beckham and wife, Linnie Jo Beckham by deed dated September 3, 1975, recorded September 22, 1975, and of record in Deed Book 251, Page 798, Graves County Court Clerk's Office.

EXCEPTION 2:

Beginning at an iron pin said pin being located in the West right of way line of Baldree Road and also being located 255.0' North of the right of way line of Hwy. 849 running thence West 264.0' to an iron pin; thence with an interior angle of 90° North 247' to an iron pin; thence with an interior angle of 90° East 264' to an iron pin located in the West right of way line of Baldree Road; thence with an interior angle of 90° South and along the West right of way line of Baldree Road 247' to the point of beginning. Containing 1.5 acres according to survey of Jack Gray & Associates dated 4/28/77.

Exception 2 is being the same real estate conveyed to David L. Hendon and wife, Linda S. Hendon from Glenn W. Beckham and wife, Linnie Jo Beckham, by deed dated May 19, 1977, recorded May 23, 1977, and of record in Deed Book 262, Page 297, Graves County Court Clerk's Office.

EXCEPTION 3:

Being a lot fronting South on the Boaz Road (Kentucky Highway #849) 100 feet and running back North the same width 283.6 feet from the center of Boaz Road (Kentucky Highway #849) to a point and being out of a 48-1/2 acre parcel conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham, by deed from Harry J. Holmes, et ux, dated April 26, 1972, recorded April 26, 1972, in Deed Book 232, page 48, Graves County Court Clerk's Office, and said 48-1/2 acres out of which the lot herein is being conveyed being located at the Southeast Quarter of Section 20 T 5 R 1 E and the lot herein conveyed being more particularly described as follows:

Beginning at a stake in the center of the Boaz Road (Kentucky Highway #849) at the Southwest corner of real estate now owned by Steve Atherton; thence in a Northerly direction along the West line of real estate owned by Steve Atherton and also along the line of an existing fence 283.6 feet to a stake to the Northwest corner of real estate owned by Steve Atherton which is also at a point where there is an existing fence running East and West; thence in a Westerly direction along the fence running East and West, if it were extended 100 feet to a stake; thence in a Southerly direction parallel with the East line of the lot herein conveyed 283.6 feet to a stake in the center of the Boaz Road; thence in an Easterly direction along the center line of the Boaz Road 100 feet to the point of beginning.

The above described real estate is bounded on the East by real estate owned by Steve Atherton; on the north by other real estate owned by Glenn W. Beckham and wife; on the West by other real estate owned by Glenn W. Beckham and wife; and on the South by the center of the Boaz Road.

Exception 3 is being the same real estate conveyed to Mary Davidson from Glenn W. Beckham and wife, Linnie Jo Beckham (a/k/a Linnie Joe Beckham), by deed dated April 22, 1978, recorded August 23, 1978, and of record in Deed Book 270, Page 306, Graves County Court Clerk's Office. Being also the same real estate which was conveyed to Palmer Davidson and wife, Nancy Davidson from Vasteene Rives and wife, Martha Rives; Glenn Beckham and wife, Linnie Jo Beckham; Helen Perkins, a single person; and Palmer Davidson and wife, Nancy Davidson, by deed dated April 28, 1995 and recorded May 2, 1995 at 1:45 p. m., and of record in Deed Book 354, Page 844, Graves County Court Clerk's Office.

EXCEPTION 4:

Being a parcel consisting of 3-7/10 acres, more or less, out of an original 48-1/2 acres parcel conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham, by deed from Harry J. Holmes and wife, Mayme Lee Holmes, dated and recorded April 22, 1972, in Deed Book 232, page 408. Said acres herein conveyed being located in the Southeast Quarter of S 20 T 5 R 1 East and being more particularly described as follows:

Beginning at a stake on the North side of Kentucky Highway 849 at a point 1976 feet from the center line of Highway 1241 (formerly Kentucky Highway 45) and said stake also being the Southwest corner of a lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in a northerly direction along the West line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 200 feet to a stake at the Northwest corner of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in an Easterly direction along the North line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 130 feet to a stake, said stake being at the Northeast corner of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in a Northerly direction continuing along the same direction of the East line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 186 feet and 6 inches to a stake; thence in a Westerly direction, 464 feet to a stake on the Northeast corner of the Tony Rodgers lot; thence in a Southerly direction along Tony Rodgers east line 415 feet to a stake on the North line on Kentucky Highway 849 to the North right of way line of Kentucky Highway 849; thence in an Easterly direction along the North line of Kentucky Highway 849 (a/k/a Boaz Station Road) 327 feet to the point of beginning.

Exception 4 is being the same real estate conveyed to Rex Allen Beckham and wife, Beverly Ann Beckham from Glenn W. Beckham and wife, Linnie Jo Beckham, by deed dated February 3, 1986, recorded February 3, 1986 at 3:38 p.m., and of record in Deed Book 302, Page 225, Graves County Court Clerk's Office.

EXCEPTION 5:

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.

Exception 5 is being the same real estate conveyed to Jennifer Marie Beckham, a single person from Glenn W. Beckham and wife, Linnie Jo Beckham by deed dated July 30, 1998, recorded August 3, 1998 at 2:31 p.m., and of record in Deed Book 375, Page 773, Graves County Court Clerk's Office.

EXCEPTION 6:

Being a parcel of land lying in the Southeast Quarter of Section 20, T 5 R 1 E and being more particularly described as follows:

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.

Exception 6 is being the same real estate conveyed to Jennifer Marie Houser, a married person from Glenn W. Beckham and wife, Linnie Jo Beckham, by deed dated June 30, 1999, recorded July 2, 1999 at 3:41 p.m., and of record in Deed Book 381, Page 767, Graves County Court Clerk's Office.

EXCEPTION 7:

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 & Lunele 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 & Lunele 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.

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

Being a portion of the same real estate which was conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham by the following deeds:

- (1) From J. G. Ford and wife, Pearl Ford, dated February 20, 1960, recorded February 20, 1960, and of record in Deed Book 173, Page 251, Graves County Court Clerk's Office.**
- (2) From J. G. Ford and wife, Pearl Ford, dated November 9, 1968, recorded November 9, 1968, and of record in Deed Book 212, Page 614, Graves County Court Clerk's Office.**
- (3) From Harry J. Holmes and wife, Mayme Lee Holmes, dated April 22, 1972, recorded April 22, 1972, and of record in Deed Book 232, Page 48, Graves County Court Clerk's Office.**

This is also the same real estate which was conveyed to The Purchase Area Regional Industrial Authority, Inc., by deed from Glenn W. Beckham and wife, Linnie Jo Beckham, dated June 28, 2004, recorded June 28, 2004 at 2:51 p.m., and of record in Deed Book 416, Page 342, Graves County Court Clerk's Office. (This deed used the old legal descriptions.)

The above legal description is a new legal description for the 50.784 acres as prepared by Richard Johnston, of Geotech Engineering & Testing, Registered Land Surveyor #3499. A copy of his plat is of record in Plat Cabinet D, Slide 345, Graves County Court Clerk's Office.

Exception 7 being the same property conveyed by Correction Deed from Glenn W. Beckham and wife, Linnie Jo Beckham to The Purchase Area Regional Industrial Authority, Inc. by Deed Book 423, Page 463 of the Graves County, Kentucky Clerk's Office.

Being part of the same property conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham, jointly by Deed Book 232, Page 48 of the Graves County, Kentucky Clerk's Office. Thereafter, the said Glenn W. Beckham passed away on February 6, 2009 per Will Book Q1, Page 216 of the Graves County, Kentucky Clerk's Office.

Parcel contains 6.24 acres, more or less

Parcel 3:

Tax ID No: 067.01.00.026.00

The following described real estate lying in Graves County Kentucky:

Beginning at a stake on the West line of lands owned by Jack Holmes, said point of beginning being 65 rods and 6 ½ feet South of the Northeast corner of a 17 acre parcel conveyed to Glenn W. Beckham and wife by deed from J. G. Ford and wife dated February 20, 1960, recorded February 20, 1960, in Deed Book 173, Page 251, Graves County Court Clerk's Office; thence in a Westerly direction along the South line of the 17 acre parcel conveyed to Glenn W. Beckham and wife in Deed Book 173, Page 251, Graves County Court Clerk's Office 8 rods and 1 ½ feet to a stake; thence in a Southerly direction along the East line of the 17 acre parcel conveyed to Glenn W. Beckham and wife in Deed Book 173, Page 251, Graves County Court Clerk's Office 24 rods and 3 feet to a stake on the North line of a 1 ½ acre parcel conveyed to Glenn W. Beckham and wife by Curtis Galloway and wife, in Deed Book 160, Page 358, Graves County Court Clerk's Office; thence in an Easterly direction along the North line of a 1 ½ acre parcel conveyed to Glenn W. Beckham and wife in Deed Book 160, Page 358, Graves County Court Clerk's Office 8 rods and 1 ½ feet to a stake on the West line of a 1 acre parcel owned by J. G. Ford and wife not being conveyed herein; thence in a Northerly direction along the West line of the 1 acre parcel owned by J. G. Ford and wife not being conveyed herein and also along the West line of lands owned by Jack Holmes 24 rods and 3 feet to the point of beginning and containing 1-3/10 acres, more or less.

Tract II is being the same real estate conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham from J. G. Ford and wife, Pearl Ford, by deed dated November 9, 1968, recorded November 9, 1968, and of record in Deed Book 212, Page 614, Graves County Court Clerk's Office.

Parcel contains 1.30 acres, more or less

Being the same property conveyed to Glenn W. Beckham and Linnie Jo Beckham, jointly and to the survivor, by Deed Book 212, Page 614 of the Graves County, Kentucky Clerk's Office. Thereafter, the said Glenn W. Beckham passed away on February 6, 2009 per Will Book Q1, Page 216 of the Graves County, Kentucky Clerk's Office.

Parcel 4:

Tax ID No: 067.01.00.027.00

The following land bound now or formerly by the following according to the Graves County, Kentucky PVA:

On the North by the lands of Purchase Area Regional Authority, Inc., Tax ID No. 067.01.00.027.01

On the East by the lands of Linnie Jo Beckham, Tax ID No. 067.01.00.026.00

On the South by the lands of Linnie Jo Beckham, Tax ID No. 067.01.00.025.00

On the West by the lands of Richard Anselment, Tax ID No. 067.01.00.029.00

More particularly described as follows:

Beginning at a point where the northwest corner of Curtis Galloway land joins the southwest corner of J.G. Ford land; thence in a northerly direction 24 rods and 3 feet to a point; thence in a westerly direction 20 rods to a point on the eastern boundary of land belonging to Herbert and Mildred Galloway; thence in a northerly direction along the eastern boundary of the Galloway land 56 rods to

a point on said Galloway eastern line; thence in an easterly direction 2 rods 2 1/2 feet to a point; thence in a northerly direction along the eastern line of C.C. Wheeler land 8 rods and 14 feet to a point on the southern boundary line of C.C. Wheeler land; thence in an easterly direction along the southern boundary line of C.C. Wheeler and B.C. Corning land 36 rods to a point on the western line of Jack Holmes' land 65 rods 6 1/2 feet to a point on said western boundary of Jack Holmes's land; thence in a westerly direction 8 rods 1 1/2 feet to a point; thence in a southerly direction 24 rods and 3 feet to the northern boundary line of Glenn W. and Lennie Jo Beckham; thence along said Beckham northern line in a westerly direction 10 rods and 11 feet to the point of beginning.

LESS AND EXCEPT:

TRACT 1: Being a lot out of the southwest corner of a 17 acre, more or less, parcel conveyed to Glenn W. Beckham, et ux, by Deed from J. G. Ford, et ux, dated February 20, 1960, recorded in Deed Book 173, Page 251, Graves County Clerk's Office, said lot being more particularly described as follows:

Beginning at a stake at the southwest corner of the 17 acre parcel conveyed to Glenn Beckham and wife, Linnie Jo Beckham, in Deed Book 173, Page 251, Graves County Clerk's Office, said point of beginning also being the northwest corner of real estate conveyed to Jack Hankins, et ux, by Deed from Clarence Chapman, et ux, recorded in Deed Book 209, Page 298, Graves County Clerk's Office; thence in a northerly direction along the west line of the 17 acre parcel more or less, conveyed to Glenn Beckham, et ux, in Deed Book 173, Page 251, Graves County Clerk's Office, 24 rods three feet to a stake; thence in an easterly direction 75 feet to a stake; thence in a southerly direction parallel with the west line of the lot herein conveyed, 24 rods 3 feet to a stake on the south line of the 17 acre, more or less, parcel, conveyed to Glenn Beckham, et ux, by Deed from J. G. Ford, et ux, recorded in Deed Book 173, Page 251, Graves County Clerk's Office, said point also being the north line of lands conveyed to Jack Hankins, et ux, in Deed Book 209, Page 298, Graves County Clerk's Office; thence in a westerly direction along the south line of the 17 acre, more or less, parcel conveyed to Glenn W. Beckham, et ux, in Deed Book 173, Page 251, Graves County Clerk's Office, which is also the north line of real estate owned by Jack Hankins, et ux, (Deed Book 209, page 298) 75 feet to the point of beginning.

ALSO, LESS AND EXCEPT:

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 & Lunele 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 & Lunele 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 part of the property conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham by Deed Book 173, Page 251 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.00 acres, more or less

The Neighboring Property contains 10.04 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective below (“**Effective Date**”), is entered into by and between Rex Allen Beckham and Beverly Ann Beckham, husband and wife (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Numbers 067.01.00.022.00 and 067.01.00.023.00, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property; and
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Neighbor, Neighbor hereby conveys and grants to Developer a non-exclusive easement, right and entitlement (“**Effects Easement**”) to have such noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) move on, over, across and under the Neighboring Property. By granting this Effects Easement, Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as

a direct or indirect result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks

[REDACTED]

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

[REDACTED]

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

[REDACTED]

5. Construction Impact.

[REDACTED]

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction

[REDACTED]

6. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.

7. Successors, Heirs, and Assigns. This Agreement shall bind Neighbor and the Neighboring Property for the benefit of the Developer, the Project, and the Project Property, and shall run with the land as to the Neighboring Property. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties hereto. Developer shall have the right without Neighbor's consent to sell, convey, lease, or assign its interests under this Agreement to one or more persons or entities.

8. Continuing Nature. Neighbor, for and on behalf of itself, its successors, heirs, and assigns, further acknowledges that this Agreement contemplates all existing and future solar

operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

9. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

10. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED] Developer may terminate this Agreement [REDACTED]

11. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Rex Beckham and Beverly Beckham
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

12. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

13. Governing Law. This Agreement shall be governed by law of Kentucky.

14. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

15. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon any termination of this Agreement, Developer

shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 11/18/2025

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 18 day of November, 2025, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Glenn Marcy Lugosi

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyevich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyevich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 067.01.00.022.00

The following described real estate lying in Graves County Kentucky:

BEING A LOT WHICH FRONTS SOUTH 130 FEET ON KENTUCKY HIGHWAY #849 (FOLSOMDALE-BOAZ ROAD) AND RUNS BACK NORTH 200 FEET OUT OF A 48-1/2 ACRE, MORE OR LESS, TRACT OF LAND WHICH IS MORE FULLY DESCRIBED IN DEED BOOK 232, PAGE 48, GRAVES COUNTY COURT CLERK'S OFFICE, AND WITH THE LOT HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE ON THE NORTH LINE OF KENTUCKY HIGHWAY #849 (FOLSOMDALE-BOAZ ROAD), WITH SAID STAKE BEING NORTH 88 DEGREES 15 MINUTES EAST 1976 FEET ALONG THE NORTH LINE OF KENTUCKY HIGHWAY #849 FROM THE CENTER OF U.S. HIGHWAY #45 IN FOLSOMDALE; AND RUNNING THENCE NORTH 88 DEGREES 15 MINUTES EAST ALONG THE NORTH LINE OF KENTUCKY HIGHWAY #849 (THE NORTH LINE BEING 20 FEET FROM THE CENTER LINE) 130 FEET TO AN IRON STAKE; THENCE NORTH 2 DEGREES 14 MINUTES WEST ALONG AN EXISTING FENCE LINE 200 FEET TO AN IRON STAKE; THENCE SOUTH 88 DEGREES 15 MINUTES WEST 130 FEET TO AN IRON STAKE; THENCE SOUTH 2 DEGREES 14 MINUTES EAST 200 FEET TO THE POINT OF BEGINNING.

Parcel 0.60 acres, more or less

Being the same property conveyed to Rex Allen Beckham and wife, Beverly Ann Beckham, by Deed Book 251, Page 798 of the Graves County, Kentucky Clerk's Office.

Parcel 2:

Tax ID No: 067.01.00.023.00

The following described real estate lying in Graves County Kentucky:

Being a parcel consisting of 3-7/10 acres, more or less, out of an original 48-1/2 acres parcel conveyed to Glenn W. Beckham and wife, Linnie Jo Beckham, by deed from Harry J. Holmes and wife, Mayme Lee Holmes, dated and recorded April 22, 1972, in Deed Book 232, page 408. Said acres herein conveyed being located in the Southeast Quarter of S 20 T 5 R1 East and being more particularly described as follows:

Beginning at a stake on the North side of Kentucky Highway 849 at a point 1976 feet from the center line of Highway 1241 (formerly Kentucky Highway 45) and said stake also being the Southwest corner of a lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in a northerly direction along the West line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 200 feet to a stake at the Northwest corner of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in an Easterly direction along the North line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 130 feet to a stake, said stake being at the Northeast corner of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798; thence in a Northerly direction continuing along the same direction of the East line of the lot conveyed to Rex Allen Beckham et ux in Deed Book 251, page 798, 186 feet and 6 inches to a stake; thence in a Westerly direction, 464 feet to a stake on the Northeast corner of the Tony Rodgers lot; thence in a Southerly direction along Tony Rodgers east line 415 feet to a stake on the North line on Kentucky Highway 849 to the North right of way line of Kentucky Highway 849; thence in an Easterly direction along the North line of Kentucky Highway 849 (a/k/a Boaz Station Road) 327 feet to the point of beginning.

Being the same property conveyed to Rex Allen Beckham and wife, Beverly Ann Beckham, by Deed Book 302, Page 255 of the Graves County, Kentucky Clerk's Office.

Parcel 3.70 acres, more or less

The Neighboring Property contains 4.30 acres, more or less

Exhibit B
Vegetative Screening

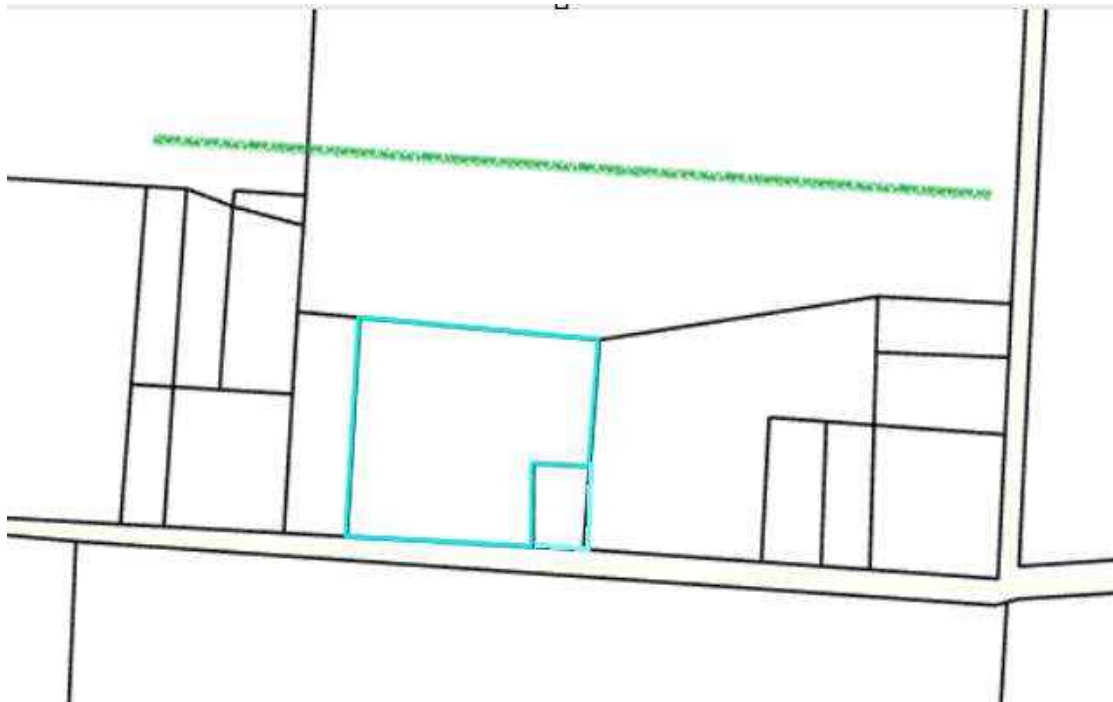
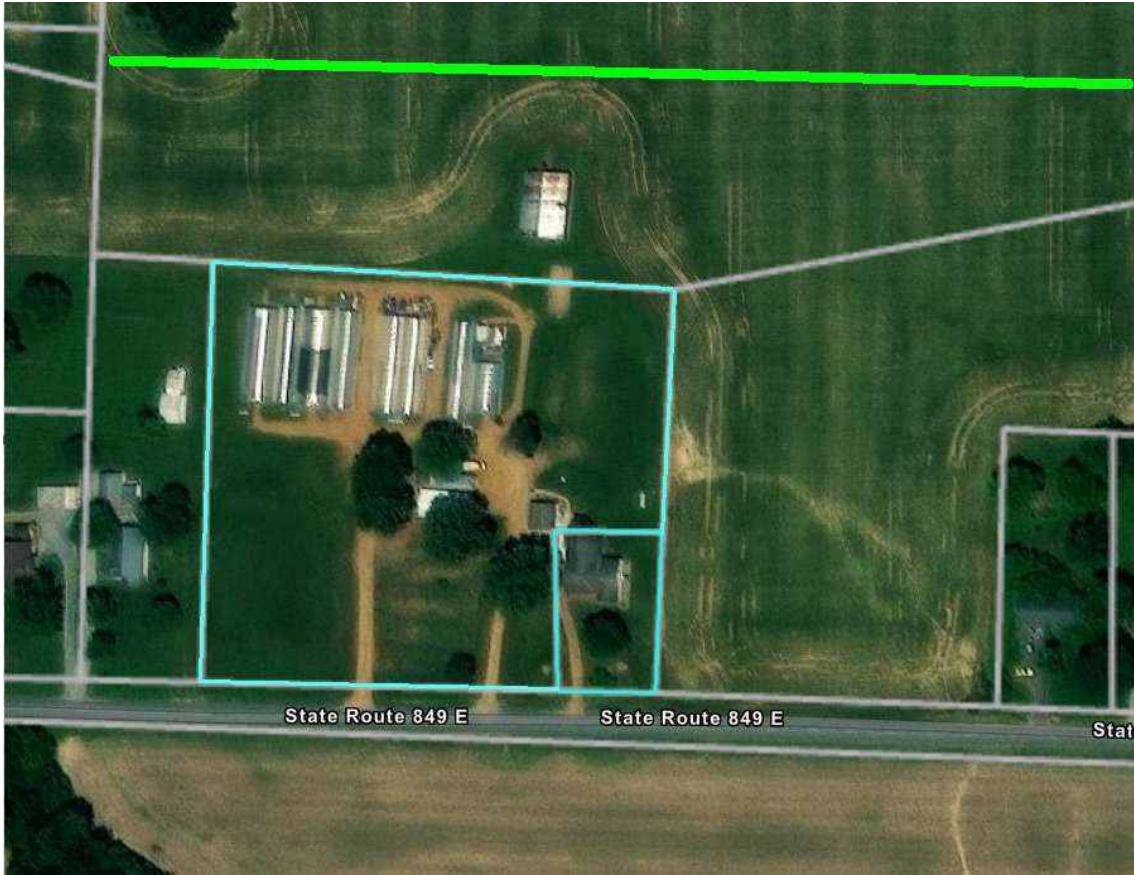


Exhibit C
Consideration

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between Donald Dixon and Brenda Dixon, husband and wife (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Number 084.00.00.066.00, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Effects Waiver. Neighbor acknowledges and agrees that audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) may move on, over, across and under the Neighboring Property. Neighbor hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from the negligence of, or failure to maintain the Project by Developer. ~~For purposes of this Section, “negligence” shall mean a material failure by Developer to exercise the degree of care, ordinary and reasonable skill, and knowledge exercised by competent operators of projects of a similar type and scale under similar circumstances, which in the ordinary~~

Nothing herein shall be construed to waive, release, or limit any rights, claims, or protections afforded to Neighbor under any applicable local, state, or federal law, regulation, or ordinance.

2. Setback Minimum. Developer shall provide the following minimum setbacks

the primary residence of the Neighbor as contemplated in the terms of this Agreement: (1) three hundred (300) feet from any Project area; and (2) one thousand (1,000) feet from any Project area adjacent to a residential neighborhood or energy storage facility. Project access roads, driveway, and parking areas may be present within the setbacks. In no event shall any Project area parcel or parcel be within one hundred (100) feet of the Neighboring Property boundary line.

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

Neighbor hereby waives any and all setbacks and setback requirements which are imposed by applicable law or by any person, entity, including any setback requirements, except to the extent such setback is the result of any governmental enactment or permit, including a construction certificate from the Kentucky Electric Generation and Transmission Safety Board, or other law or ordinance that is applicable to the Project installed or constructed on the Parcel Property or on the Neighboring Property, and/or also requested by Developer or its affiliate. Neighbor shall, without demanding additional consideration therefor, (a) create, fund, if appropriate, cause to be approved, and/or any setback waiver, setback elimination or other permit or approval as may be requested by Developer or the County in connection therewith and/or obtain the same within ten (10) days after such request.

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

before commencement of commercial operations of the Project, provided, however, that the configuration of the vegetative screening buffer on the west side may be modified if necessary to accommodate the installation of retention basins for the Project.

5. Construction Impact.

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction. Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction.

6. Consideration. As full and complete consideration for the rights, waivers, and

privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky. If Neighbor terminates this Agreement pursuant to Section 8, Developer shall not be obligated to make any payments set forth on Exhibit C that would otherwise be payable after the date of such termination.

7. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

8. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]
[REDACTED]
[REDACTED] Developer may terminate this Agreement [REDACTED] Neighbor may terminate this agreement [REDACTED]
[REDACTED]
[REDACTED]

9. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Donald Dixon and Brenda Dixon
[REDACTED]
[REDACTED] ry [REDACTED] [REDACTED] [REDACTED]
[REDACTED] D [REDACTED] [REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

10. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

11. Governing Law. This Agreement shall be governed by law of Kentucky.

12. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

13. Confidentiality; Counterparts; Recording. Each Party shall keep confidential and not disclose to any third party the terms of this Agreement (including the amounts and other terms set forth in Exhibit C). Notwithstanding the foregoing, a Party may disclose confidential information to

its and its affiliates' officers, directors, employees, lenders, financing parties, insurers, and professional advisers who have a need to know such information and are bound by confidentiality obligations no less protective than those set forth herein; or as required by applicable law, regulation, or court or governmental order. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon expiration of or any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

Donald Dixon
Name: Donald Dixon

Dated: 2-5-2026

Brenda Dixon
Name: Brenda Dixon

Dated: 2/5/2026

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Graves)

On 5th Feb., 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Donald Dixon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2026
Notary ID: 42033

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Graves)

On 5th Feb., 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Brenda Dixon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2026
Notary ID: 42033

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 3/3/2026

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 3 day of March, 2026, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Glenn Marcy Lugosi

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyeovich Krainiy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyeovich Krainiy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 084.00.00.066.00

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

Being 0.875 acre and being all of Deed Book 219, Page 101, and being of record in the Graves County Clerk's Office, and more particularly described as follows:

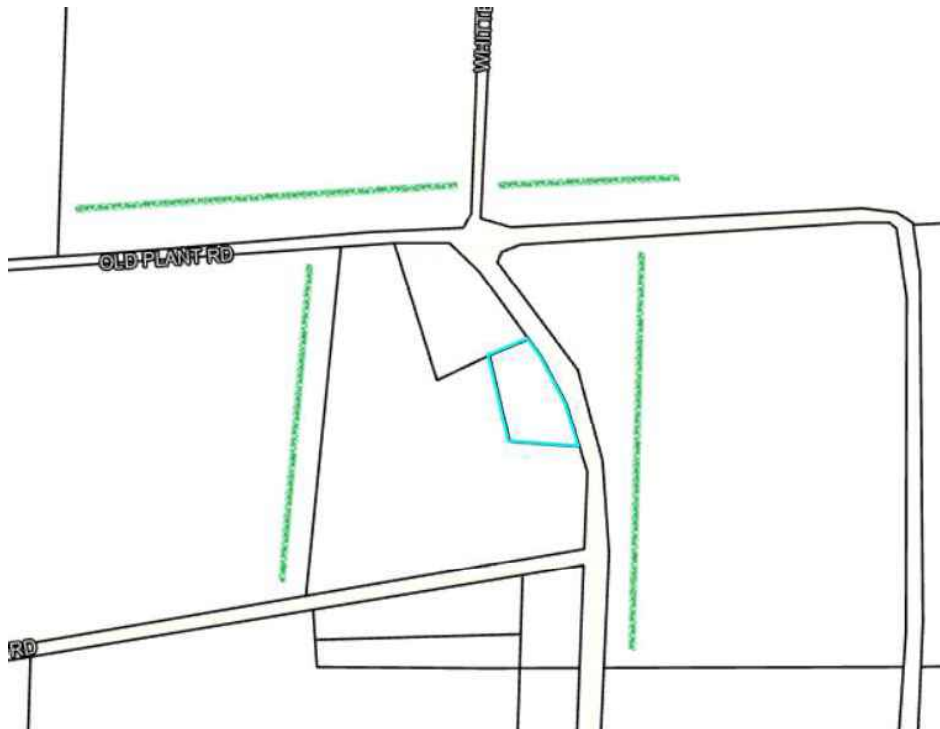
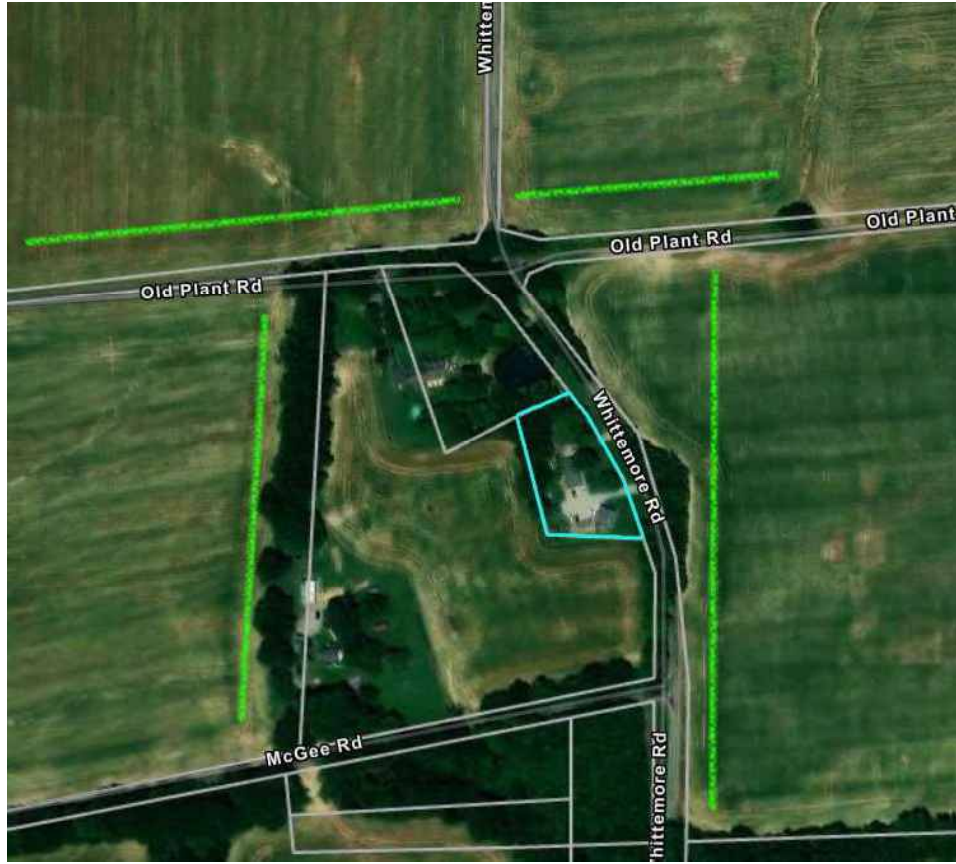
BEGINNING at a 5/8-inch iron pin set at the base of a 7"x9" corner post stub in the west right-of-way line of the John Whittmore Road (said right-of-way herein taken to be 23 feet from centerline), said iron pin located South 31 degrees 25 minutes 42 seconds West 313.54 feet from the intersection of the Old Plant Road and the John Whittmore Road; thence with the west right-of-way line of the John Whittmore Road, South 33 degrees 38 minutes 10 seconds East 150.77 feet, South 23 degrees 43 minutes 27 seconds East 130.42 feet to a 5/8-inch iron pin set at the base of a 7"x9" corner post; thence South 83 degrees 48 minutes 09 seconds West 178.04 feet to a 5/8-inch iron pin; thence North 17 degrees 00 minutes 00 seconds West 231.00 feet to a 5/8-inch iron pin set at the base of a 6"x8" corner post; thence North 68 degrees 16 minutes 58 seconds East 116.84 feet to the point of beginning and containing 0.875 acre.

Being the same property conveyed to Donald Dixon and wife, Brenda Dixon, by Deed Book 394, Page 714 of the Graves County, Kentucky Clerk's Office.

Parcel contains 0.875 acres, more or less

The Neighboring Property contains 0.875 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

The first payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez, within forty (40) days after the effective date of "Notice to Proceed" (Construction Payment).

The second payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez, within forty (40) days after the issuance of "Notice to Proceed" (Construction Payment).

, After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between David Hendon, a/k/a David L. Hendon, a/k/a David Lee Hendon and Linda Hendon, a/k/a Linda S. Hendon, a/k/a Linda Sue Hendon, husband and wife (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Numbers 067.00.00.092.00, 067.00.00.093.00 and 067.00.00.094.00 and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Neighbor, Neighbor hereby conveys and grants to Developer a non-exclusive easement, right and entitlement (“**Effects Easement**”) to have such noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) move on, over, across and under the Neighboring Property. By granting this Effects Easement, Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect

result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks

[REDACTED]

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

[REDACTED]

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

[REDACTED]

5. Construction Impact.

[REDACTED]

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction

[REDACTED]

6. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.

7. Successors, Heirs, and Assigns. This Agreement shall bind Neighbor and the Neighboring Property for the benefit of the Developer, the Project, and the Project Property, and shall run with the land as to the Neighboring Property. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties hereto. Developer shall have the right without Neighbor's consent to sell, convey, lease, or assign its interests under this Agreement to one or more persons or entities.

8. Continuing Nature. Neighbor, for and on behalf of itself, its successors, heirs, and assigns, further acknowledges that this Agreement contemplates all existing and future solar

operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

9. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

10. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED] Developer may terminate this Agreement [REDACTED]

11. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: David Hendon and Linda Hendon
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

12. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

13. Governing Law. This Agreement shall be governed by law of Kentucky.

14. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

15. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon any termination of this Agreement, Developer

shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

David Hendon

Name: David Hendon, a/k/a David L. Hendon, a/k/a David Lee Hendon

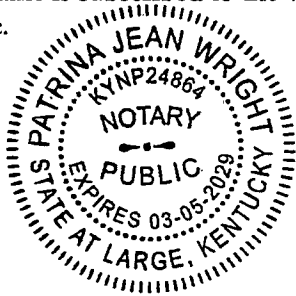
Dated: 10-15-25

Linda Hendon

Name: Linda Hendon, a/k/a Linda S. Hendon, a/k/a Linda Sue Hendon

Dated: 10-15-25

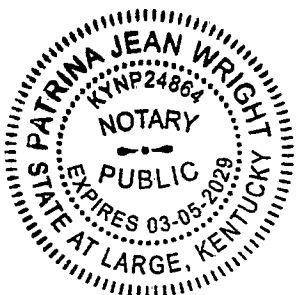
On 10-15, 2025, before me, David Hendon, a Notary Public in and for said state, personally appeared David Hendon, a/k/a David L. Hendon, a/k/a David Lee Hendon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Patricia Jean Wright
Notary Public
My Commission Expires: 03-05-29
Notary ID: KYNP24864

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Graves)


On 10-15, 2025, before me, Linda Hendon, a Notary Public in and for said state, personally appeared Linda Hendon, a/k/a Linda S. Hendon, a/k/a Linda Sue Hendon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Patricia Jean Wright
Notary Public
My Commission Expires: 03-05-29
Notary ID: KYNP24864

This instrument was prepared by Anton Sergeyeovich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyeovich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 067.00.00.092.00

The following described real estate lying in Graves County Kentucky:

Being 2 ½ acres of land, more or less, in the Southeast corner of the Southeast quarter of Section 20 T R I E and more particularly described as beginning at the Southeast corner of said quarter; thence west with the Boaz Station and Folsomdale road 16 poles; thence north 25 poles; thence east 16 poles; thence south with the section line 25 poles to the beginning.

Except a parcel off of the North end of subject real estate conveyed by Vivian Cartwright and other to Harry J. Holmes and wife, Minnie Lou Holmes by deed dated June 4, 1953, recorded July 3, 1953 in Deed Book 155, page 496, Graves County Court Clerk's Office, said real estate excepted being more particularly described as follows:

Being in the Southeast quarter of Section 20 T R I E and beginning at a stake at the Northwest corner of the tract herein conveyed; thence North 86 degrees East 273 feet to a road; thence south with the road approximately 133 feet to a stake; thence west 273 feet to a stake; thence North 3 degrees West 133 ½ feet to the beginning.

LESS AND EXCEPT the following:

Beginning at a point on the North side of the Boaz Station Road and at the Southeast corner of a parcel heretofore conveyed to Atherton by deed dated August 4, 1977 and of record in Deed Book 263, Page 649, Graves County Clerk's Office and thence along the North side of said road in an easterly direction a distance of 5 feet; thence in a northerly direction and along a line parallel to Atherton a distance of 279 feet to a stake; thence West and parallel to Boaz Station Road a distance of 5 feet to the Northeast corner of Atherton; thence South and along Atherton's east line a distance of 279 feet to the point of beginning.

Being the same property conveyed to David Hendon and his wife, Linda Hendon by Deed Book 227, Page 536 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.50 acres, more or less

Parcel 2:

Tax ID No: 067.00.00.093.00

The following described real estate lying in Graves County Kentucky:

Beginning at an iron pin said pin being located in the West right of way line of Baldree Road and also being located 255.0' North of the right of way line of Hwy. 849 running thence West 264.0' to an iron pin; thence with an interior angle of 90° North 247' to an iron pin; thence with an interior angle of 90° East 264' to an iron pin located in the West right of way line of Baldree Road; thence with an interior angle of 90° South and along the West right of way line of Baldree Road 247' to the point of beginning. Containing 1.5 acres according to survey of Jack Gray & Associates dated 4/28/77.

Being the same property conveyed to David L. Hendon and his wife, Linda S. Hendon by Deed Book 262, Page 297 of the Graves County, Kentucky Clerk's Office.

LESS AND EXCEPT the following:

Beginning at an iron pin in the West right-of-way line of the Baldree Road and also being 419.50 feet from its junction with Hwy. #849; running thence in a Westerly direction 264.0 feet to an iron pin; thence with an interior angle of 90 deg. 00' and in a Northerly direction 82.5 feet to an iron pin; thence with an interior angle of 90 deg. 00' and in an Easterly direction 264.0 feet to an iron pin; thence in a Southerly direction along the West right-of-way line of the Baldree Road 82.5 feet to the point of beginning. The first and last call making an interior angle of 90 deg. 00', containing 0.50 acres.

Being the same property conveyed by David L. Hendon and his wife, Linda S. Hendon to Francis Jolly and his wife, Janice R. Jolly by Deed Book 274, Page 836 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.00 acres, more or less

Parcel 3:

Tax ID No: 067.00.00.094.00

The following described real estate lying in Graves County Kentucky:

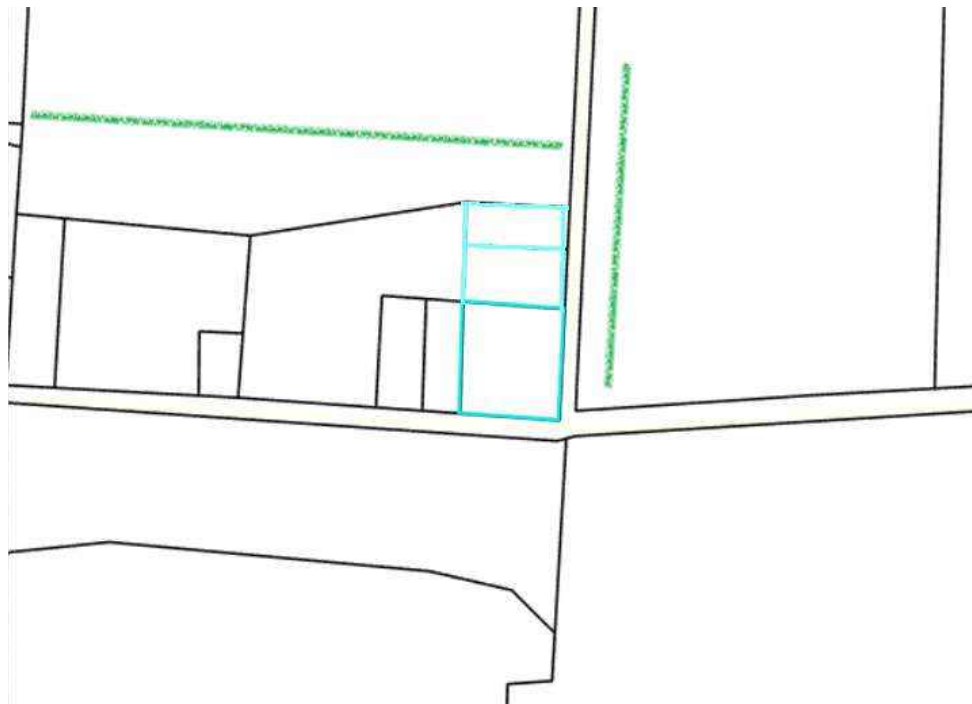
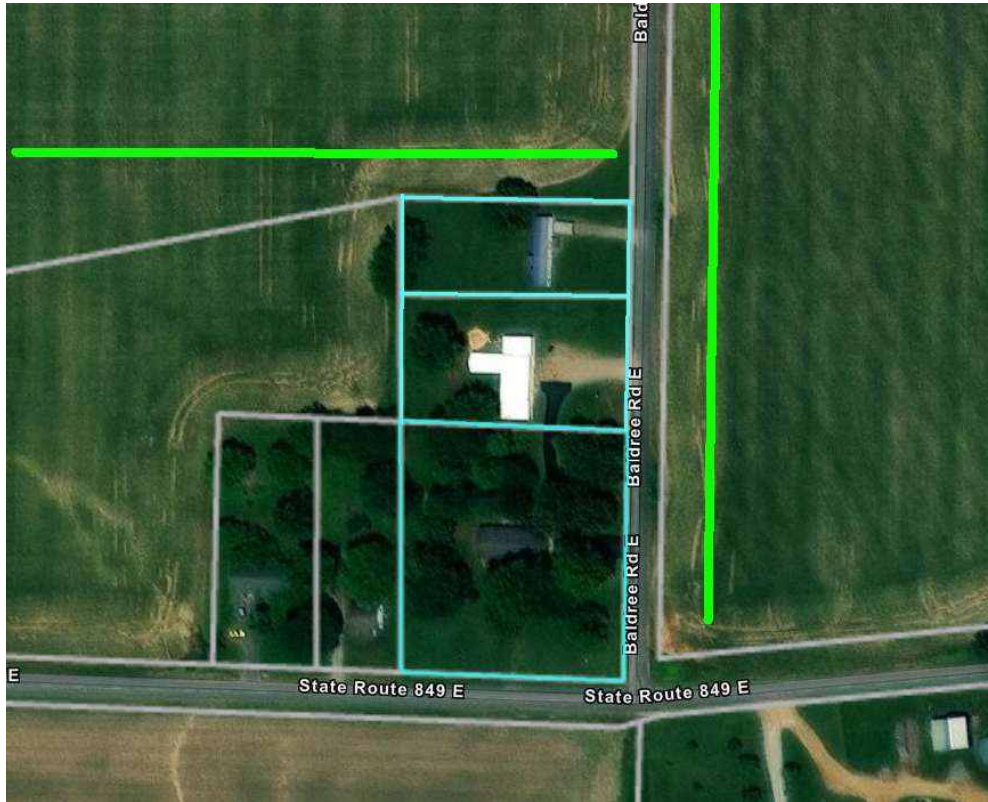
Beginning at an iron pin in the West right-of-way line of the Baldree Road and also being 419.50 feet from its junction with Highway 849; running thence in a Westerly direction 264.0 feet to an iron pin; thence with an interior angle of 90 deg. 00' and in a Northerly direction 82.5 feet to an iron pin; thence with an interior angle of 90 deg. 00' and in an Easterly direction 264.0 feet to an iron pin; thence in a Southerly direction along the West right-of-way line of the Baldree Road 82.5 feet to the point of beginning. The first and last call making an interior angle of 90 deg. 00', containing 0.50 acres.

Being the same property conveyed to David Lee Hendon and his wife, Linda Sue Hendon by Deed Book 442, Page 654 of the Graves County, Kentucky Clerk's Office.

Parcel contains 0.50 acres, more or less

The Neighboring Property contains 3.00 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between Jerry Lynn Higgins and Jennifer Diana Higgins, husband and wife (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Number 085.00.00.091.00, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Effects Waiver. Neighbor acknowledges and agrees that noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) may move on, over, across and under the Neighboring Property. Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks [REDACTED]

[REDACTED]

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

[REDACTED]

4. Vegetative Screening. In consideration of the compensation described in Exhibit B,

[REDACTED]

5. Groundwater Regulations. Developer shall comply with all applicable groundwater protection laws and regulations of the Commonwealth of Kentucky, including but not limited to 401 KAR 5:037 (Groundwater Protection Plans), and shall implement all required measures to prevent the discharge or release of pollutants to groundwater. Developer shall also comply with all applicable requirements of the Kentucky Pollutant Discharge Elimination System (KPDES) Permit and any other permits or approvals issued by the Kentucky Division of Water to ensure the Project does not adversely affect the waters of the Commonwealth.

6. Construction Impact. [REDACTED]

[REDACTED] Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction [REDACTED]

7. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit B. Exhibit B shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.

8. Successors, Heirs, and Assigns. This Agreement shall bind Neighbor and the Neighboring Property for the benefit of the Developer, the Project, and the Project Property, and shall run with the land as to the Neighboring Property. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties hereto. Developer shall have the right without Neighbor's consent to sell, convey, lease, or assign its interests under this Agreement to one or more persons or entities.

9. Continuing Nature. Neighbor, for and on behalf of itself, its successors, heirs, and assigns, further acknowledges that this Agreement contemplates all existing and future solar operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

10. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

11. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]
[REDACTED] Developer may terminate this Agreement [REDACTED]

12. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Jerry Higgins and Jennifer Higgins
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

13. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

14. Governing Law. This Agreement shall be governed by law of Kentucky.

15. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

16. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records

of the county in which the Project is located. Upon any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

17. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 11/18/2025

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 18 day of November, 2025, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)

Glenn Marc

Signature of Notary Public
Print, Type/Stamp Name of Notary



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyevich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyevich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 085.00.00.091.00

the following described real estate lying in **GRAVES COUNTY, KENTUCKY**, viz:

Being a 1.4799 acre tract of land as conveyed to Johnny and Patsy Dawson, as recorded in Deed Book 224, Page 361, in the Office of the County Clerk of Graves County, Kentucky. The property is located in Graves County, Kentucky, having road frontage on Whittemore Road, being more particularly described as follows:

Beginning at a point, said point being approximately 1300 feet North of the intersection of Kentucky Highway 408 and Whittemore Road, said point being an iron pin set, said pin being a 5/8" x 18" rebar pin with a one inch yellow cap stamped "S FOLEY KY 3882," said pin is corner common to a tract of land as conveyed to James Darell Rodgers, as recorded in Deed Book 319, Page 663, in the Office of the County Clerk of Graves County, Kentucky, said pin is located in the East right-of-way (40' right-of-way) of Whittemore Road; thence with said Whittemore Road right-of-way the next four calls as follows:

A curve to the right, having a radius of 505.00 feet, an arc length of 95.41 feet, and a chord bearing and distance of North 17 degrees 12 minutes 32 seconds East, 95.27 feet to a point;

North 22 degrees 37 minutes 16 seconds East, 483.73 feet to a point;

North 22 degrees 24 minutes 19 seconds East, 325.18 feet to a point;

North 23 degrees 16 minutes 56 seconds East, 161.04 feet to an iron pin set, said pin being the TRUE POINT OF BEGINNING; thence continuing with said Whittemore Road right-of-way, the next three calls as follows:

North 23 degrees 16 minutes 56 seconds East, 10.65 feet to a point;

North 24 degrees 35 minutes 36 seconds East, 109.44 feet to a point;

A curve to the left, having a radius of 301.00 feet, an arc length of 138.38 feet, and a chord bearing and distance of North 11 degrees 25 minutes 22 seconds East, 137.17 feet to an iron pin found, uncapped, corner common to a tract of land as conveyed to The Purchase Area Regional Industrial Authority, Inc., as recorded in Deed Book 425, Page 812, in the aforementioned clerk's office; thence a line with The Purchase Area Regional Industrial Authority, Inc., North 87 degrees 27 minutes 14 seconds East, 229.63 feet to an iron pin set, corner common to a tract of land as conveyed to James Darell Rodgers, as recorded in Deed Book 319, Page 663, in the aforementioned clerk's office; thence a line with Rodgers, South 03 degrees 12 minutes 24 seconds West, 270.68 feet to an iron pin set, a new corner, corner common to Tract 2; thence with a new line severing the parent tract, and with Tract 2, North 86 degrees 47 minutes 36 seconds West, 291.64 feet to the POINT OF BEGINNING, containing 1.4799 acres (64,463 Square Feet).

The above description was prepared from a physical survey performed during the month of November, 2017, by Landmark Engineering, Incorporated, under the direction of Shaun G. Foley, Kentucky Licensed Professional Land Surveyor Number 3882, and is subject to all easements and right-of-ways of record and in existence. Said survey is of record in Plat Cabinet F, Slide 104, in the Graves County Clerk's Office.

BEING A PART of the same real estate conveyed to Johnny Dawson, and wife, Patsy Dawson, by deed from Charles Bufford Hill and wife, Martha Louise Hill, dated December 21, 1970, and of record in Deed Book 224, Page 361, Graves County Clerk's Office. Patsy Dawson predeceased her husband, and by virtue of the survivorship clause contained in the aforesaid deed, fee simple title to subject real estate vested entirely in her husband, Johnny Dawson.

Johnny Dawson is now deceased, having died on September 16, 2017. In his Last Will and Testament, probated October 6, 2017, and recorded October 24, 2017, at 10:22 a.m., in Will Book D-2, Page 765, Graves County Clerk's Office, William R. Dawson was appointed as Executor of his estate, with power to sell real estate.

Being the same property conveyed to Jerry Lynn Higgins and wife, Jennifer Diana Higgins by Deed Book 513, Page 100 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.4799 acres, more or less

The Neighboring Property contains 1.4799 acres, more or less

**Exhibit B
Consideration**

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between Nancy M. Holtz, widowed and unmarried (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Number 084.00.00.070.00, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Neighbor, Neighbor hereby conveys and grants to Developer a non-exclusive easement, right and entitlement (“**Effects Easement**”) to have such noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) move on, over, across and under the Neighboring Property. By granting this Effects Easement, Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

4. Vegetative Screening. Neighbor and Developer both acknowledge and agree that no additional vegetative screening is needed due the natural landscape

5. Construction Impact.

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction

6. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit B. Exhibit B shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.

7. Successors, Heirs, and Assigns. This Agreement shall bind Neighbor and the Neighboring Property for the benefit of the Developer, the Project, and the Project Property, and shall run with the land as to the Neighboring Property. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties hereto. Developer shall have the right without Neighbor's consent to sell, convey, lease, or assign its interests under this Agreement to one or more persons or entities.

8. Continuing Nature. Neighbor, for and on behalf of itself, its successors, heirs, and assigns, further acknowledges that this Agreement contemplates all existing and future solar operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

9. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

10. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]
[REDACTED] Developer may terminate this Agreement [REDACTED]

11. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Nancy M. Holtz
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

12. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

13. Governing Law. This Agreement shall be governed by law of Kentucky.

14. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

15. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

This instrument was prepared by Anton Sergeyevich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyevich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 084.00.00.070.00

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

Being 10.61 acres in the northwest Quarter and Southwest Quarter of Section 33 Township 5 Range 1 East and being a part of the property described in Deed Book 185, Page 41 and said 10.61 is more particularly described as follows:

Beginning at a point in the center of a public road at the southeast corner of the herein described tract, said point being located South 1 degree 05 minutes 49 seconds East 2675.10 feet and South 86 degrees 02 minutes 00 seconds West along the center of said road 922.19 feet from the northeast corner of said Northwest Quarter and running thence South 86 degrees 20 minutes 00 seconds West along the center of said road 402.79 feet; thence North 1 degree 46 minutes 38 seconds West leaving said road 1124.50 feet to an iron rod; thence South 89 degrees 02 minutes 55 seconds East 531.72 feet to a post; thence South 00 degrees 47 minutes 45 seconds East 307.00 feet to a post; thence South 85 degrees 56 minutes 45 seconds West 183.14 feet to an iron rod; thence South 6 degrees 12 minutes 30 seconds East 771.88 feet to the point of beginning and containing 10.61 acres.

NOTE: Being subject to the prevailing right of way requirements for all public roads.

LESS AND EXCEPT:

Being a 10.14 acre parcel as surveyed by Dennis W. Looper of Purchase Area Surveying on January 27, 2000 in the West Viola Community of Graves County, Kentucky and being more particularly described as beginning at the southwest corner of the property herein conveyed, said corner being a ½" dia. steel pin and surveyors cap found in the north right-of-way of Olden Road and lying on a bearing of North 84 degrees 42 minutes 05 seconds East - 1310.21 feet

from a P.K. nail set at the intersection of the centerline of State Route 1241 and the centerline of Olden Road; thence North 01 degrees 55 minutes 44 seconds West for a distance of 501.03 feet generally along a fence to a ½" dia. x 24" lng. steel pin and surveyors cap found, said pin being the northeast

corner of the Patricia Farris property as described in Deed Book 380, Page 509, and a point on the west line of the property herein described; thence North 01 degrees 38 minutes 56 seconds West for a distance of 592.04 feet generally along a fence to a 3/8 steel pin found, said pin being a common corner with the William Byerley property as described in Deed Book 300, Page 645 and the northwest corner of the property herein described; thence South 89 degrees 02 minutes 55 seconds East for a distance of 531.72 feet along the north line of the property described to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set; thence South 00 degrees 47 minutes 45 seconds East for a distance of 307.00 feet along a common line with the Garry B. and Ronnie E. Wilson property as described in Deed Book 323, Page 321 to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set; thence South 85 degrees 50 minutes 45 seconds West for a distance of 183.64 feet along a common line with the previously mentioned Wilson property to a steel pin and surveyors cap found, said pin being a common corner with the previously mentioned Wilson property; thence South 06 degrees 17 minutes 43 seconds East for a distance of 613.31 feet along a common line with the previously mentioned Wilson property and passing through a 1/2" dia. x. 24" lng. steel witness pin and surveyors cap #3437 at a distance of 563.31 to a point in a drainage ditch; thence South 47 degrees 15 minutes 58 seconds West for a distance of 64.39 feet along the meanderings of said ditch to a point; thence South 37 degrees 11 minutes 32 seconds West for a distance of 72.10 feet along the meanderings of said ditch to a point; thence South 45 degrees 28 minutes 35 seconds West for a distance of 54.23 feet along the meanderings of said ditch to a point in the north right-of-way of Olden Road, said point being the proposed southeast corner of the property herein described and being witnessed by a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 lying North 85 degrees 08 minutes 37 seconds East for a distance of 24.60; thence South 86 degrees 43 minutes 40 seconds West for a distance of 256.98 feet along the north right-of-way of Olden Road to the point of beginning.

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

NOTE: Being subject to the prevailing right of way requirements of all public roads.

The above legal description is a new legal description for the above described real estate as prepared by Dennis W. Looper, Ky. R.L.S. #3437 (a copy of which is of record on Slide D-110, Graves County Clerk's Office).

Being the same property conveyed to Gerald L. Holtz and wife, Nancy M. Holtz, by Deed Book 392, Page 694 of the Graves County, Kentucky Clerk's Office.

Parcel contains 0.47 acres, more or less

The Neighboring Property contains 0.47 acres, more or less

Exhibit B
Consideration

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between Jerry W. Merrell and Sandra L. Merrell, husband and wife (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties.**”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Number 084.00.00.070.01, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Effects Waiver. Neighbor acknowledges and agrees that noise, audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) may move on, over, across and under the Neighboring Property. Neighbor, and on behalf of Neighbor’s heirs, successors, and assigns, hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from negligence of, or failure to maintain the Project by Developer.

2. Setback Minimum. Developer shall provide the following minimum setbacks 

[REDACTED]

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

[REDACTED]

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B [REDACTED]

[REDACTED]

5. Construction Impact. [REDACTED]

[REDACTED] Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction [REDACTED]

6. Consideration. As full and complete consideration for the rights, waivers, and privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky.


7. Continuing Nature. Neighbor further acknowledges that this Agreement contemplates all existing and future solar operations on the Project Property, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations.

8. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

9. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]

[REDACTED] Developer may terminate this Agreement [REDACTED]

10. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Jerry Merrell and Sandra Merrell


Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

11. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

12. Governing Law. This Agreement shall be governed by law of Kentucky.

13. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

14. Counterparts; Recording. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

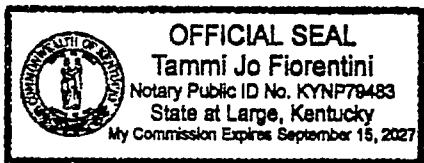
NEIGHBOR:

Jerry W Merrell
Name: Jerry W. Merrell
Dated: 11-22-2025

Sandra L Merrell
Name: Sandra L. Merrell
Dated: 11-22-2025

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF McCracken)

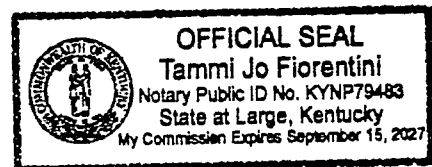
On November 22, 2025, before me, Tammi Fiorentini, a Notary Public in and for said state, personally appeared Jerry W. Merrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Tammi Jo Fiorentini
Notary Public
My Commission Expires: 9/15/2027
Notary ID: KYNP79483

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF McCracken)

On November 22, 2025, before me, Tammi Fiorentini, a Notary Public in and for said state, personally appeared Sandra L. Merrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Tammi Jo Fiorentini
Notary Public
My Commission Expires: 9/15/2027
Notary ID: KYNP79483

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 12/16/2025

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 16 day of December, 2025, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)

Glenn Marc

Signature of Notary Public
Print, Type/Stamp Name of Notary



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyeovich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyeovich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 084.00.00.070.01

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

Being a 10.14 acre parcel as surveyed by Dennis W. Loooper of Purchase Area Surveying on January 27, 2000 in the West Viola Community of Graves County, Kentucky and being more particularly described as beginning at the southwest corner of the property herein conveyed, said corner being a ½" dia. steel pin and surveyors cap found in the north right-of-way of Olden Road and lying on a bearing of North 84 degrees 42 minutes 05 seconds East – 1310.21 feet from a P.K. nail set at the intersection of the centerline of State Route 1241 and the centerline of Olden Road; thence North 01 degrees 55 minutes 44 seconds West for a distance of 501.03 feet generally along a fence to a ½" dia. X 24" lng. steel pin and surveyors cap found, said pin being the northeast corner of the Patricia Farris property as described in Deed Book 380, page 509 and a point on the west line of the property herein described; thence North 01 degrees 38 minutes 56 seconds West for a distance of 592.04 feet generally along a fence to a 3/8 steel pin found, said pin being a common corner with the William Byerley property as described in Deed Book 300, page 645 and the northwest corner of the property herein described; thence South 89 degrees 02 minutes 55 seconds East for a distance of 531.72 feet along the north

line of the property described described to a ½" dia. X 24" lng. steel pin and surveyors cap #3437 set; thence South 00 degrees 47 minutes 45 seconds East for a distance of 307.00 feet along a common line with the Garry B. and Ronnie E. Wilson property as described in Deed Book 323, page 321 to a ½" dia. X 24" lg. steel pin and surveyors cap #3437 set; thence South 85 degrees 50 minutes 45 seconds West for a distance of a 183.64 feet along a common line with the previously mentioned Wilson property to a steel pin and surveyors cap found, said pin being a common corner with the previously mentioned Wilson property; thence South 06 degrees 17 minutes 43 seconds East for a distance of 613.31 feet along a common line with the previously mentioned Wilson property and passing through a ½" dia. X 24" lng. steel witness pin and surveyors cap #3437 at a distance of 563.31 to a point in a drainage ditch; thence South 47 degrees 15 minutes 58 seconds West for a distance of 64.39 feet along the meanderings of said ditch to a point; thence South 37 degrees 11 minutes 32 seconds West for a distance of 72.10 feet along the meanderings of said ditch to a point; thence South 45 degrees 28 minutes 35 seconds West for a distance of 54.23 feet along the meanderings of said ditch to a point in the north right-of-way of Olden Road, said point being the proposed southeast corner of the property herein described and being witnessed by a ½" dia. X 24" lng. steel pin and surveyors cap #3437 lying North 85 degrees 08 minutes 37 seconds East for a distance of 24.60; thence South 86 degrees 43 minutes 40 seconds West for a distance of 256.98 feet along the north right-of-way of Olden Road to the point of beginning.

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

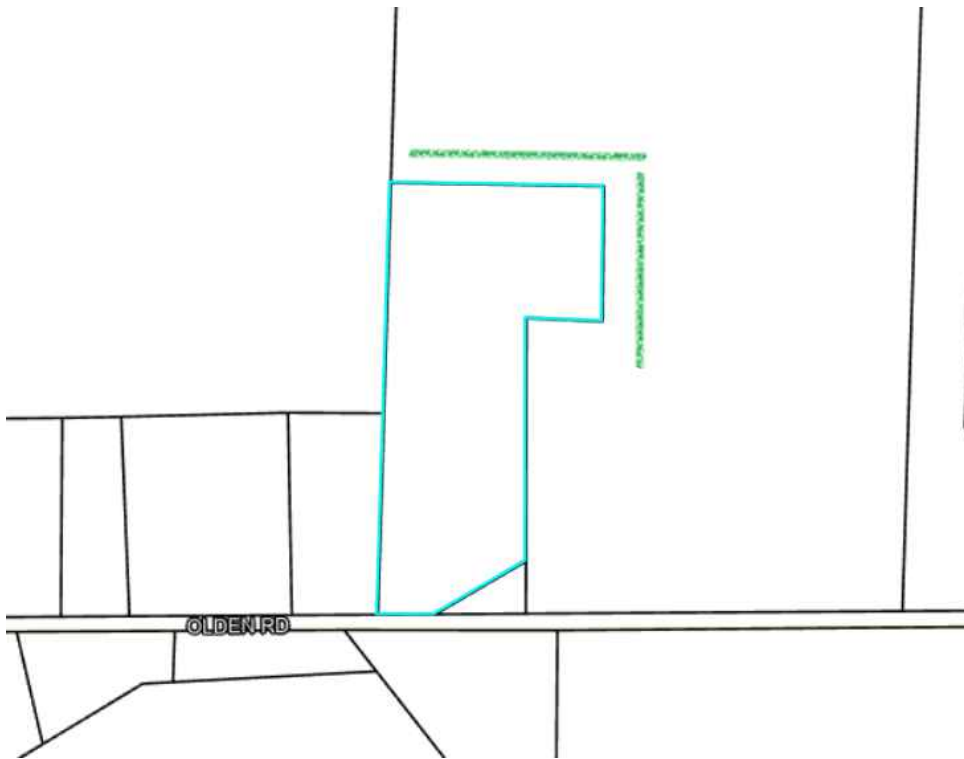
The above legal description is a new legal description for the above described real estate as prepared by Dennis W. Loooper, Ky. R.L.S. #3437.

Being the same property conveyed to Jerry W. Merrell and wife, Sandra L. Merrell by Deed Book 385, Page 814 of the Graves County, Kentucky Clerk's Office.

Parcel contains 10.14 acres, more or less

The Neighboring Property contains 10.14 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

[REDACTED]

[REDACTED]

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement ("**Agreement**"), effective from the date of the last signature below ("**Effective Date**"), is entered into by and between Jamie Shields and Laura Shields, husband and wife ("**Neighbor**"), and MYSO, LLC, a Delaware limited liability company ("**Developer**"), each of the Neighbor and Developer a "**Party**" and, together, the "**Parties.**"

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility ("**Solar Operations**") in Graves County, Kentucky (the "**Project**").
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the "**Project Property**").
3. Neighbor is the owner of certain real property identified as Tax ID Number 084.00.00.067.01, and more particularly described on the attached Exhibit A ("**Neighboring Property**"), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Effects Waiver. Neighbor acknowledges and agrees that audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, "**Effects**") may move on, over, across and under the Neighboring Property. Neighbor hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from the negligence of, or failure to maintain the Project by Developer. ~~For purposes of this Section, "negligence" shall mean a material failure by Developer to exercise the degree of care, ordinary and reasonable skill, and knowledge, which a reasonably prudent person of ordinary skill and care would exercise under similar circumstances, which in the~~

Nothing herein shall be construed to waive, release, or limit any rights, claims, or protections afforded to Neighbor under any applicable local, state, or federal law, regulation, or ordinance.

2. Setback Minimum. Developer shall provide the following minimum setbacks

the primary residence of the Neighbor as contemplated in the terms of this Agreement: (1) three hundred (300) feet from any Project area; and (2) one thousand (1,000) feet from any Project area adjacent to a residential neighborhood or energy storage facility. Project access roads, driveway, and parking areas may be present within the setbacks. In no event shall any Project area parcel or parcel be within one hundred (100) feet of the Neighboring Property boundary line.

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

Neighbor hereby waives any and all setbacks and setback requirements which are imposed by applicable law or by any person, entity, including any setback requirements, except to the extent as set forth in the County or any governmental instrument or permit, including a construction certificate from the Kentucky Electric Generation and Transmission Siting Board, hereinafter or hereinafter issued to Developer, which authorizes the Project installed or contemplated or to be installed or contemplated on the Project Property adjacent to the common boundary between the Project Property and the Neighboring Property. Neighbor, also requested by Developer or its affiliate. Neighbor shall, without demanding additional consideration therefor, (a) create, fund, if appropriate, cause to be approved, and any setback waiver, setback elimination or other instrument submitted to Neighbor requested by Developer or the County in connection therewith and (b) execute the same within ten (10) days after such request.

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

before commencement of commercial operations of the Project, provided, however, that the configuration of the vegetative screening buffer on the west side may be modified if necessary to accommodate the installation of retention basins for the Project.

5. Construction Impact.

Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction. Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction.

6. Consideration. As full and complete consideration for the rights, waivers, and

privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky. If Neighbor terminates this Agreement pursuant to Section 8, Developer shall not be obligated to make any payments set forth on Exhibit C that would otherwise be payable after the date of such termination.

7. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

8. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]
[REDACTED]
[REDACTED] Developer may terminate this Agreement [REDACTED] Neighbor may terminate this agreement [REDACTED]
[REDACTED]
[REDACTED]

9. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: Jamie Shields and Laura Shields
[REDACTED]
[REDACTED]
[REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

10. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

11. Governing Law. This Agreement shall be governed by law of Kentucky.

12. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

13. Confidentiality; Counterparts; Recording. Each Party shall keep confidential and not disclose to any third party the terms of this Agreement (including the amounts and other terms set forth in Exhibit C). Notwithstanding the foregoing, a Party may disclose confidential information to

its and its affiliates' officers, directors, employees, lenders, financing parties, insurers, and professional advisers who have a need to know such information and are bound by confidentiality obligations no less protective than those set forth herein; or as required by applicable law, regulation, or court or governmental order. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon expiration of or any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

Jamie Shields

Name: Jamie Shields

Dated: 2-5-26

Laura Shields

Name: Laura Shields

Dated: Feb 5, 2026

COMMONWEALTH OF KENTUCKY)

COUNTY OF Graves)

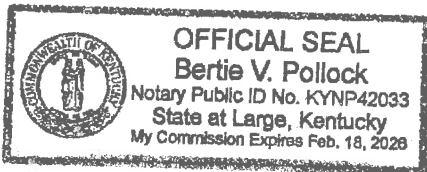
On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Jamie Shields, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Bertie V. Pollock

Notary Public

My Commission Expires: 02/18/2026

Notary ID: 42033



COMMONWEALTH OF KENTUCKY)

COUNTY OF Graves)

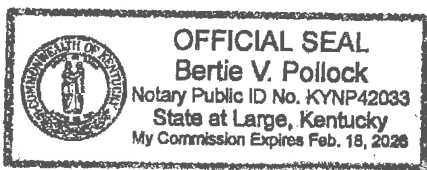
On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Laura Shields, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Bertie V. Pollock

Notary Public

My Commission Expires: 02/18/2026

Notary ID: 42033



IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: *David Gil*

Name: *David Gil*

Title: Authorized Representative

Dated: *3/3/2026*

STATE OF FLORIDA)
)SS:
COUNTY OF *Palm Beach*)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this *3* day of *March*, 2026, by *David Gil*, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Glenn Marcy Lugosi

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: *X*
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyeovich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyeovich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 084.00.00.067.01

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

A certain tract of land located at the southwest quadrant of the intersection of the south right-of-way line of Old Plant Road and the west right-of-way line of Whittmore Road in Graves County, Kentucky, and more particularly described as follows:

Unless stated otherwise, all iron pins referred to as set and existing are a 5/8" diameter iron pin, 18" long with a yellow plastic cap stamped "R.T. Carter, PLS 1982". All bearings stated herein are magnetic and are taken from the north line of Deed Book 394, Page 714.

Beginning at an existing iron pin in the west right-of-way line of Whittmore Road (said right-of-way herein taken to be 23 feet from centerline), the northeast corner of Donald Dixon (DB 394, P 714) and a corner of William Stephenson (DB 314, P 213); thence, leaving said right-of-way and with the north line of Donald Dixon (DB 394, P 714), South 68 degrees 16 minutes 58 seconds West 116.84 feet to an existing iron pin, a corner of William Stephenson (DB 314, P 213); thence with a new line, South 73 degrees 46 minutes 32 seconds West 211.79 feet to an iron pin set, a new corner of William Stephenson (DB 314, P 213); thence with a new line, North 13 degrees 37 minutes 57 seconds West 328.38 feet to an iron pin set in the south right-of-way line of Old Plant Road (said right-of-way herein taken to be 20 feet from centerline), a new corner of William Stephenson (DB 314, P 213); thence with said right-of-way, North 82 degrees 00 minutes 41 seconds East 212.16 feet to an iron pin set in the west right-of-way line of Whittmore Road, a corner of William Stephenson (DB 314, P 213); thence with the west right-of-way line of Whittmore Road and an arc to the left of 137.37 feet with a radius of 1248.00 feet to a point, said point located South 33 degrees 36 minutes 34 seconds East 137.30 feet (chord distance); thence, continuing with said right-of-way, South 38 degrees 02 minutes 52 seconds East 167.44 feet to the point of beginning and **containing 1.89 acres, more or less.**

This tract is subject to any pre-existing easements.

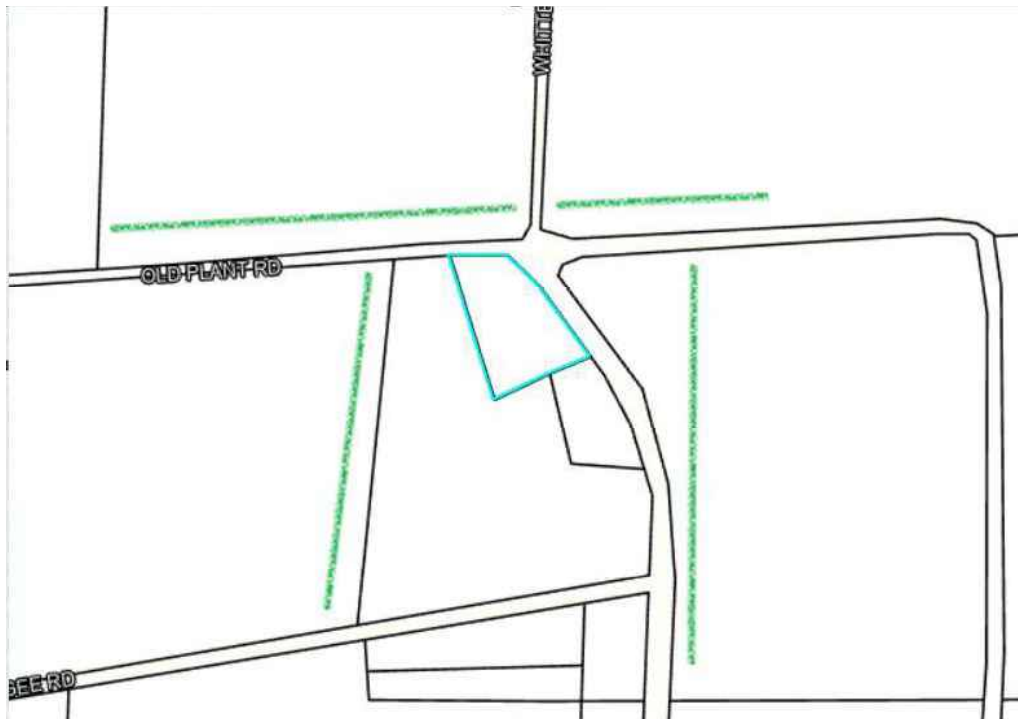
The foregoing property description was taken from a survey performed by Richard T. Carter, Ky. PLS 1982, of C & C Surveying, on August 6, 2003, a copy of which is attached hereto and made a part of this Deed.

Being the same property conveyed to Jamie Shields and wife, Laura Shields by Deed Book 410, Page 49 of the Graves County, Kentucky Clerk's Office.

Parcel contains 1.89 acres, more or less

The Neighboring Property contains 1.89 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

The first payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez, within forty (40) days after the effective date of "Notice to Proceed" (Construction Payment).

The second payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez, within forty (40) days after the issuance of "Notice to Proceed" (Construction Payment).

After Recording Return to:
BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
Attn: Legal

(space above this line for Recorder's use only)

GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“**Agreement**”), effective from the date of the last signature below (“**Effective Date**”), is entered into by and between William Morgan Stephenson and Barbara Gail Stephenson, husband and wife, and by Laura Jane Shields and Jamie Dale Shields, wife and husband (“**Neighbor**”), and MYSO, LLC, a Delaware limited liability company (“**Developer**”), each of the Neighbor and Developer a “**Party**” and, together, the “**Parties**.”

Recitals

1. Developer is developing a utility-scale solar photovoltaic power generation facility (“**Solar Operations**”) in Graves County, Kentucky (the “**Project**”).
2. The Project may be developed upon or otherwise utilize land situated south and west of Mayfield Creek, east of State Route 45 and north of State Road 408 E (the “**Project Property**”).
3. Neighbor is the owner of certain real property identified as Tax ID Number 084.00.00.067.00, and more particularly described on the attached Exhibit A (“**Neighboring Property**”), which may adjoin or be within close proximity to the Project and the Project Property.
4. Developer and Neighbor will be neighbors for decades to come and the Parties believe it is in their best interests to have a long-term, productive and mutually beneficial relationship with one another.

Agreement

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Effects Waiver. Neighbor acknowledges and agrees that audio, visual, view, light, vibration, or other effects of any kind whatsoever resulting directly or indirectly from any construction, operations, or activities of the Project (collectively, “**Effects**”) may move on, over, across and under the Neighboring Property. Neighbor hereby waives and releases any right, claim, or cause of action which Neighbor may now have or which may exist in the future against Developer as a direct or indirect result of said Effects except those that result from the negligence of, or failure to maintain the Project by Developer. ~~For purposes of this Section, the negligence shall mean a material failure by Developer to exercise due degree of care in the design and responsibility exercised by such person~~

Nothing herein shall be construed to waive, release, or limit any rights, claims, or protections afforded to Neighbor under any applicable local, state, or federal law, regulation, or ordinance.

2. Setback Minimum. Developer shall provide the following minimum setbacks

from the primary wall line of the Neighbor as considered at the time of this Agreement: (1) three hundred (300) feet from any project panel or tower, and (2) one hundred (100) feet from any Project substation, overhead utility, or energy storage facility. Project solar panel, tower, or substation areas may be present within the setbacks. In no event shall any Project solar panel or tower be within one hundred (100) feet of the standard boundary line.

3. Setback Waiver. In consideration of the setbacks described in Section 2 above,

Neighbor hereby waives any and all setback requirements whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental ordinance or permit, including a construction certificate from the Kentucky Electric Generation and Transmission Safety Board, applicable to hereinafter described Project, and any setback in the Project installed or constructed or to be installed or constructed on the Project Property and/or near the common boundary between the Project Property and the Neighboring Property. Further, if so requested by Developer or its affiliate, Neighbor shall, without reimbursement, indemnify and hold Developer, its affiliates, and its agents harmless from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Developer or the County in connection therewith and (b) return the same thereto within ten (10) days after such request.

4. Vegetative Screening. Developer hereby commits to install and maintain a vegetative screening buffer in the general areas illustrated in Exhibit B

before commencement of commercial operation of the Project, provided, however, that the configuration of the vegetative screening buffer on the west side may be modified, if necessary, to accommodate the installation of retention basins for the Project.

5. Construction Impact.

Neighbor acknowledges that due to the Neighboring Property's proximity to the Project and Project Property, including gravel roads or construction areas, Neighbor may be inconvenienced by construction noise and dust. Additionally, construction activity in some areas may inconvenience Neighbor or require Neighbor to travel by means other than its own construction traffic. Neighbor acknowledges Developer has or will inform Neighbor of the potential impacts of construction and agrees the compensation provided in this Agreement is adequate for the impacts described.

6. Consideration. As full and complete consideration for the rights, waivers, and

privileges granted herein, Developer shall pay Neighbor the amounts set forth in the attached Exhibit C. Exhibit C shall be redacted prior to recording this Agreement in the real property records of Graves County, Kentucky. If Neighbor terminates this Agreement pursuant to Section 8, Developer shall not be obligated to make any payments set forth on Exhibit C that would otherwise be payable after the date of such termination.

7. Neighbor Representations. Neighbor is the sole legal owner of the Neighboring Property and has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement. There is no agreement to which the Neighbor is a party, or to the Neighbor's knowledge, that is binding on the Neighbor or the Neighboring Property that is in conflict with this Agreement.

8. Term; Termination. This Agreement shall begin on the Effective Date and remain in effect [REDACTED]
[REDACTED]
[REDACTED] Developer may terminate this Agreement [REDACTED] Neighbor may terminate this agreement [REDACTED]
[REDACTED]
[REDACTED]

9. Notice. All notices required or permitted under this Agreement may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Neighbor: William Stephenson and Barbara Stephenson
[REDACTED]
[REDACTED] KY [REDACTED]
[REDACTED] hatgh@wk.net

Laura Jane Shields and Jamie Dale Shields
[REDACTED]
[REDACTED]
[REDACTED] j [REDACTED] @li [REDACTED]

Developer: MYSO, LLC
c/o BrightNight Power, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal
Email: legal@brightnightpower.com

10. Further Acts and Assurances. Each Party shall execute such additional documents or instruments, and shall undertake such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

11. Governing Law. This Agreement shall be governed by law of Kentucky.

12. Attorneys' Fees. In the event any suit, arbitration, or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys'

fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

13. Confidentiality; Counterparts; Recording. Each Party shall keep confidential and not disclose to any third party the terms of this Agreement (including the amounts and other terms set forth in Exhibit C). Notwithstanding the foregoing, a Party may disclose confidential information to its and its affiliates' officers, directors, employees, lenders, financing parties, insurers, and professional advisers who have a need to know such information and are bound by confidentiality obligations no less protective than those set forth herein; or as required by applicable law, regulation, or court or governmental order. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. Developer shall have the right to record this Agreement in the real property records of the county in which the Project is located. Upon expiration of or any termination of this Agreement, Developer shall promptly file a release of this Agreement in the public records of the county in which the Project is located.

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

William M. Stephenson
Name: William M. Stephenson

Dated: 2-5-26

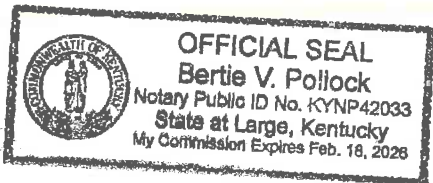
Barbara G. Stephenson
Name: Barbara G. Stephenson

Dated: Feb 5 2026

COMMONWEALTH OF KENTUCKY)

COUNTY OF Graves)SS:
)

On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared William M. Stephenson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

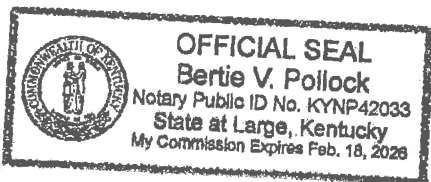


Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2026
Notary ID: 42033

COMMONWEALTH OF KENTUCKY)

COUNTY OF Graves)SS:
)

On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Barbara G. Stephenson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2026
Notary ID: 42033

IN WITNESS WHEREOF, Neighbor has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

NEIGHBOR:

Laura Jane Shields
Name: Laura Jane Shields

Dated: Feb 5, 2026

Jamie Dale Shields
Name: Jamie Dale Shields

Dated: 2-5-26

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Graves)

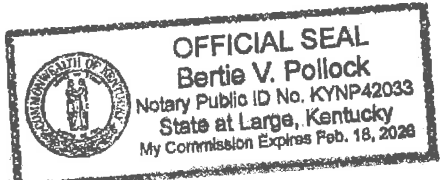
On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Laura Jane Shields, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2028
Notary ID: 42033

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF Graves)

On 5th Feb, 2026, before me, Bertie V. Pollock, a Notary Public in and for said state, personally appeared Jamie Dale Shields, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.



Bertie V. Pollock
Notary Public
My Commission Expires: 02/18/2028
Notary ID: 42033

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

MYSO, LLC

a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 3/3/2026

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this on this 3 day of March, 2026, by David Gil, as the Authorized Representative of MYSO, LLC, a Delaware limited liability company.

(Seal)



GLENN MARCY LUGOSI
Notary Public
State of Florida
Comm# HH645565
Expires 2/26/2029

Glenn Marcy Lugosi
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: X
OR Produced Identification: _____
Type of Identification Produced: _____

This instrument was prepared by Anton Sergeyeovich Krayniy, Esq. of BrightNight Power, LLC.

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



(Signature of Preparer)

Anton Sergeyeovich Krayniy

(Printed name of Preparer)

BrightNight Power, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401

Exhibit A
Neighboring Property Legal Description

Parcel 1:

Tax ID No: 084.00.00.067.00

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

Being 12.10 acres of land in the SW and SE Qrs of Sec 28 T 5 R 1 E described as beginning at a post at the intersection of the North line of the Plat Access Road with the West line of the West Plant Road at a distance of 20 poles North and 7 ½ East from the SE corner of the said SW Qr of Sec 28 and running thence 77 ½ deg. West 43 poles along the North line of the Access Road to a post at the Jewell McGee Southeast corner; thence along the Jewell McGee East line and an old abandoned roadway North 18 ½ deg. West 11 ¾ poles and North 1 ½ deg. East 43 poles to a post at the Jewell McGee Northeast corner on the South line of an old established county road; thence North 82 deg. East 23 poles along the county road to the West line of the said Plant Road; thence South 40 deg. East 19 poles along the Plant Road to a post; thence South 69 deg. West 6 ½ poles to a post; thence South 17 deg. East 14 poles to a post; thence North 85 deg. East 11 ¾ poles to a post on the Plant Road; thence South 1 deg. East 16 ¼ poles along the West line of the Plant Road to the point of beginning.

LESS AND EXCEPT: a 1.89 acre parcel conveyed to Jamie Shields and wife, Laura Shields, by Deed dated September 5, 2003 of record in Deed Book 410, page 49, Graves County Court Clerk's Office.

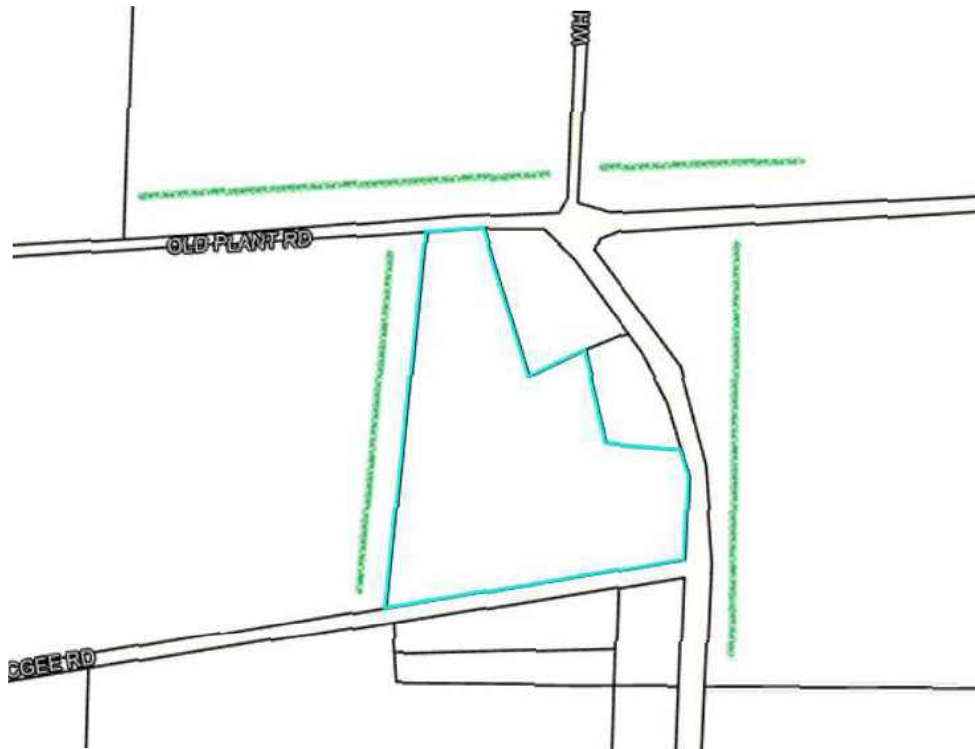
ALSO LESS AND EXCEPT: a 0.950 acre parcel conveyed to The Purchase Area Regional Industrial Authority, Inc. by Deed dated November 16, 2011 of record in Deed Book 470, page 785, Graves County Court Clerk's Office.

Being the same property conveyed William Morgan Stephenson and wife, Barbara Gail Stephenson to Laura Jane Shields and husband, Jamie Dale Shields, by Deed Book 576, Page 820 of the Graves County, Kentucky Clerk's Office. Said William Morgan Stephenson and wife, Barbara Gail Stephenson reserved and retained a life estate in the above described property.

Parcel contains 9.16 acres, more or less

The Neighboring Property contains 9.16 acres, more or less

Exhibit B
Vegetative Screening



**Exhibit C
Consideration**

{TO BE REDACTED UPON RECORDING}

The first payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez within forty (40) days after the effective date of this Agreement.

The second payment of Ten Thousand Dollars (\$10,000.00) payable to Natchez within forty (40) days after the issuance of "Notice to Proceed" from Developer to Construction Subcontractor (Construction Payment).