

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Agreement (the "**Effective Date**"), by and between Belleair Investment Holdings, Inc., a Delaware corporation ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

RECITALS

A. Grantor owns the real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Property**"); and

B. Grantee desires to obtain an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility, commonly known as Lynn Bark Energy Center in Martin County, Commonwealth of Kentucky (the "**Project**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 - GRANT OF RIGHTS

1.1 **Grant of Easement.** Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1". The portion of the Property that is from time to time covered by the Easement is referred to herein as the "**Easement Area**".

1.2 **Purposes of Easement.** The Easement is for the following purposes and activities (collectively, "**Operations**"): (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment including, without limitation, any roads, bridges, culverts, erosion control facilities, and gates, as may be necessary to provide access to any of the foregoing (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

1.3 Nature of Easement; Grantor Reservation of Rights; Limitations.

(a) The Easement includes, without limitation, (a) the right of access, ingress and egress on, over and across the Easement Area, including access to and between any Facilities, and (b) the right to conduct any and all Operations on the Easement Area, in each case in connection with, for the benefit of and for purposes incidental to Grantee's operations and activities on the Easement Area and on lands in the vicinity of and outside the Easement Area.

(b) Grantor reserves and shall continue to enjoy the surface and subsurface of the Property (including, without limitation, the surface and subsurface of the Easement Area) for all purposes which do not interfere with Grantee's Operations or prevent the use by the Grantee of the Facilities. Notwithstanding the foregoing, Grantor agrees not to erect any obstruction on the Easement Area other than fences; provided however, as to erection of fences, Grantor agrees not to fence the length of the Easement Area and, if any cross-fencing of the Easement Area occurs, Grantor, at its expense, shall install gates to allow the Grantee continued access to the Easement Area. Grantor further agrees not to attach any fences to any of the Grantee's utility poles.

(c) Neither the Grantee, nor its agents, employees, contractors, and subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish or camp on the Easement Area, nor shall it, or any of its agents, employees, contractors or subcontractors, carry onto the Easement Area, firearms, dogs, fishing equipment or other articles ordinarily used for hunting or fishing. Furthermore, neither the Grantee, its agents, employees, contractors, or subcontractors shall be allowed to go upon the Easement Area for any purpose other than in pursuit of the purposes set forth in this Agreement. The Grantee agrees that it will expressly inform its employees, agents, contractors and subcontractors of these restrictions prior to their initial entry onto the Easement Area, and shall take such disciplinary actions as it deems appropriate for violations of these restrictions.

(d) In the event Grantee's Facilities or its use of the Easement Area will permanently or temporarily block Grantor's access to the Property or any portion thereof, Grantee, at Grantee's expense, shall provide reasonably suitable replacement access until such time as Grantor's access is restored.

1.4 Payment of Consideration. As part of or promptly following the execution of this Agreement, Grantor (including all persons or entities that comprise Grantor) shall deliver to Grantee a completed Internal Revenue Service Form W-9 (the "**W-9**"). Grantee shall have no obligation to make any payments of any amounts due to Grantor hereunder until Grantor returns to Grantee such completed W-9, and Grantee's failure or refusal to make any payment of any amount due to Grantor hereunder as a result of Grantor's failure to deliver the W-9 shall not constitute a default hereunder.

(a) Initial Payment. Within thirty (30) days after the Effective Date, Grantee shall deliver to Grantor [REDACTED] (the "**Initial Payment**"). The Initial Payment shall and is hereby acknowledged by Grantor to be full consideration for the period between the Effective Date and the Commencement of Construction (defined in Section 1.5.1).

(b) Installation Fee. Prior to the Commencement of Construction, Grantee shall deliver to Grantor [REDACTED] (the "*Installation Fee*").

(c) Reimbursement of Damages. After Grantee narrows the Easement Area as contemplated in Section 1.5 below, to the extent Grantee damages any part of the Property outside of the Easement Area, Grantee shall restore such damaged property or otherwise reimburse Grantor for the fair market value of such damage. If any of Grantor's growing crops are materially damaged or destroyed as a result of the Operations, then Grantee shall promptly pay to Grantor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Grantor in planting, irrigating and fertilizing such crops or the fair market value of such crops in their condition prior to such damage, destruction or removal. Grantee may request that Grantor not grow crops within a reasonable area around Facilities and thereafter no crop damage payments will be payable with respect to such areas.

1.5 Narrowing of Easement Area; Construction of Facilities.

1.5.1 The Grantee will submit to Grantor for review the plans and specifications of the Facilities and showing the specific 150-foot wide corridor, the actual number of linear feet in the Easement Area (each an "*Actual Linear Foot*", and collectively "*Actual Linear Feet*") and the number and location of any poles, support wires, or electric lines, gates, and any other improvement associated with the Facilities proposed to be constructed by the Grantee. Grantor shall have twenty (20) days thereafter to review the plans and specifications for the Facilities and make reasonable written requests for changes, alternative procedures, or accommodations that will help to preserve the integrity and aesthetics of the Easement Area. The plans and specifications, and any changes or modifications thereto, shall be submitted to Grantor for review no less than twenty (20) days before work on the Facilities begins accompanied by a notice setting forth the date upon which work will begin on the Facilities (the "*Commencement of Construction*"). After Grantee has delivered such notice setting forth the Commencement of Construction, Grantee shall have the unilateral right to file a notice or amendment to the memorandum of this Agreement in the official records of the County in which the Property is situated that sets forth the Commencement of Construction. Grantee shall also submit plans and specifications to Grantor for review no less than twenty (20) days before any proposed changes or modifications to the existing Facilities are implemented. Upon completion of construction of the Facilities, Grantee shall unilaterally record a partial release that (a) sets forth the legal description of said 150-foot wide corridor and (b) releases back to Grantor all of Grantee's right, title and interest in the portion of said Easement Area that is outside of, and not included in, said 150-foot wide corridor. Thereafter, said 150-foot wide corridor shall be deemed to be the Easement Area for purposes of this Agreement.

1.5.2 The Grantee shall not affix lights or lighting equipment of any kind to the poles, structures or wires unless required by Federal Aviation Administration regulations. Grantee shall clearly mark or delineate the boundaries of the Easement Area during the initial construction of the Facilities.

SECTION 2 - MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1 Indemnity.

2.1.1 Grantee shall indemnify and hold Grantor and its grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's Operations on the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, petroleum product, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special waste which is now or hereafter classified by any law or regulation as hazardous or toxic (each, a "**Hazardous Material**") and existing prior to the execution of this Agreement.

2.1.2 Grantor shall indemnify and hold Grantee and its affiliates, grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantor's use of the Property, including, without limitation, Grantor's use of fire and flammable substances to burn any area of the Property, or the existence of any Hazardous Material existing prior to the execution of this Agreement. If any of Grantee's Facilities or Operations are impaired, damaged or destroyed as a result of Grantor's operations, including but not limited to burning activities on the Property or the use or existence of any Hazardous Material on the Property, then Grantor shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.2 **Restoration.** Within twelve (12) months after Grantee has permanently ceased Operations on the Easement Area, Grantee shall (a) remove from the Easement Area any Facilities owned, installed or constructed by Grantee thereon, except for any roads and (b) leave the surface of the Easement Area free from debris; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) two (2) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period.

2.3 **Ownership of Improvements.** Grantor and Grantee acknowledge and agree that (a) the Facilities are and shall be severable and separable from each other, (b) Grantor shall have no ownership or other interest in any Facilities installed or placed on the Easement Area, and Grantee may remove any or all Facilities at any time and from time to time, (c) to the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Facilities or any portion thereof and (d) if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Facilities or any portion thereof.

2.4 **Default; Remedies.**

(a) Grantor shall provide written notice to Grantee and to any Lender (as defined in Section 2.5) whose notice address has been provided to Grantor, of any material breach by Grantee (the "**Breach Notice**"). Grantee shall have thirty (30) days to cure any such monetary breach and sixty (60) days to cure any such non-monetary breach after Grantee's receipt of the Breach Notice. Any Lender shall have an additional thirty (30) days to cure any such monetary breach (for a total of sixty (60) days) and an additional thirty (30) days (for a total of ninety (90) days) to cure any such non-monetary breach after Lender's receipt of the Breach Notice. So long as Grantee or any Lender has commenced and is diligently proceeding in good faith to cure such breach, Grantee or any Lender shall

have a reasonable period beyond such initial 30 or 60-day period to cure if such cure cannot reasonably be completed within such 30 or 60-day period, including the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right and ability to effect such cure. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing any default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (and its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder.

(b) Subject to Lender's rights in Section 3, upon an uncured event of default by a defaulting party under this Agreement, the non-defaulting party shall have and shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, all of which remedies shall be cumulative. Such remedies shall include (a) the right in the non-defaulting party to pay or perform any obligations of the defaulting party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the defaulting party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance and (b) if Grantor is the defaulting party, the right in Grantee (but not the obligation) to (i) offset any damages or losses (including any such out-of-pocket costs) it incurs by reason of Grantor's default against any amounts due to Grantor hereunder, and (ii) seek and obtain injunctive relief, specific performance or other equitable relief (Grantor hereby acknowledging and agreeing that (A) Grantee may not have an adequate remedy at law and (B) Grantee shall not be required to post any bond in connection therewith).

2.5 Right To Assign and Encumber. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any Lender as security for the repayment of any indebtedness or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" includes any financial institution or other person or entity that from time to time provides secured financing for one, some or all of the Project, the Facilities or Operations, collectively with any agents, security or collateral agents, owner trustees, indenture trustees, loan trustees, loan participants or participating or syndicated lenders involved in whole or in part in such financing, and their respective grantees, representatives, successors and assigns, including, but not limited to, tax equity and other similar investors. Such transfer, assignment, alienation, license, grant, hypothecation, mortgage or pledge shall have the effect of releasing Grantee from any of its obligations hereunder, to the extent the assignee(s) assumes the obligations of Grantee in writing, in which event Grantee shall have no continuing liability.

2.6 Prevention of Damage. Grantee shall take reasonable steps to prevent its Operations from: (i) causing or contributing to soil erosion or the injury of terraced or other soil-conserving structures on the Property; (ii) damaging, polluting, or depleting the waters of reservoirs, springs, streams, or wells upon the premises and including, without limitation, water storage and transportation facilities; (iii) damaging crops or pastures; or (iv) intentionally harming, frightening, or injuring in any way the animals or livestock on the Property. Grantee shall promptly restore all fences which may be damaged in its Operations to as good as or better condition as same were in before such operations were undertaken. Whenever any fence upon the Easement

Area is required to be opened, such opening shall not be left unattended unless a good and sufficient gate or cattle guard capable of turning livestock shall be installed at such opening. Upon completion of any construction or repairs, Grantee shall clean up the area and restore the surface to as near original condition as possible.

2.7 Clearing of Trees and Shrubs. Prior to any clearing of trees, shrubs, or other vegetation within the Easement Area after the initial construction as provided for in Section 1.5 above, Grantee shall notify Grantor of any such clearing. Notwithstanding this provision, Grantee shall have the right to maintain without notice or Grantor's consent the original clear cut path within the Easement Area or any trees outside of the Easement Area that Grantee reasonably believes pose a significant risk to any Facilities. Additionally, no notice shall be required in emergency situations and nothing contained in this provision shall operate to delay emergency repairs and similar operations by the Grantee.

2.8 Compliance With Laws. Grantee agrees to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws and regulations (including, without limitation, environmental laws and regulations), rules and safety standards in connection with Grantee's activities hereunder, including, without limitation, in connection with the construction, use, operation, maintenance, repair and service of Grantee's equipment and appurtenances hereunder.

2.9 Insurance.

2.9.1 Grantee shall, at its expense, maintain (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Easement Area, with limits in the amount [REDACTED] and (b) an umbrella or excess liability policy in the amount of [REDACTED] provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by the Grantor, (A) Grantor shall be provided with additional insured status in such policy and (B) the Grantee shall promptly deliver a certificate of such insurance to Grantor.

2.9.2 Grantor shall, at its expense, maintain a Premises Pollution Liability (PPL) Policy, covering property damage and liability for personal injury or death on or about the Easement Area, relating to the existence of any Hazardous Material existing prior to the execution of this Agreement, with limits in the amount of [REDACTED]. Upon request by the Grantee, (A) Grantee shall be provided with additional insured status in such policy and (B) the Grantor shall promptly deliver a certificate of such insurance to Grantee.

2.10 Property Taxes. Grantee shall pay, when due, all real and personal property taxes and assessments levied against its Facilities. In the event that the real property taxes or assessments levied against the Easement Area increase because of the installation or operation of Grantee's Facilities, then Grantee shall, within thirty (30) days after receipt from Grantor of the necessary calculations, reimburse Grantor for the amount of such increase. In the event Grantor fails to pay all real and personal property taxes that are not otherwise the responsibility of Grantee, Grantee shall have the right, but not the obligation, to pay Grantor's real and personal property taxes and offset such payments against any amounts due to Grantor hereunder.

SECTION 3 - RIGHTS OF LENDERS

3.1 **Notice of Lenders.** Grantee shall provide written notice to Grantor of any Lender(s) (including such Lender's address) to whom notice may be required to be given by Grantor hereunder.

3.2 **Lender's Right to Possession, Right to Acquire and Right to Assign.** A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easement; (d) take possession of and operate the Easement Area and the Facilities or any portion thereof; (e) perform any obligations to be performed by Grantee hereunder; (f) assign or transfer the Easement to a third party; (g) exercise any rights of Grantee hereunder, and (h) cause a receiver to be appointed to do any of the foregoing or any other things that a Lender is entitled to do under this Section 3.2. Grantor's consent shall not be required for any of the foregoing; and, upon acquisition of the Easement by a Lender or any other third party who acquires the same from or on behalf of a Lender, Grantor shall recognize the Lender or such other party (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect.

3.3 **Amendment; Termination.** Grantor agrees for the benefit of each Lender that it will not, without the prior written consent of such Lender: (a) agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, or (b) accept a surrender of the Easement or any part thereof (other than to narrow the Easement Area as described in Section 1.5) or a termination of this Agreement.

3.4 **Foreclosure.** Foreclosure of a Lender's Lien or any sale thereunder, whether by judicial proceedings or otherwise, or any conveyance or transfer of all or any portion of Grantee's right, title or interest in the Easement or under this Agreement to a Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or by a Lender following foreclosure and sale, shall not require the consent of Grantor or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, Grantor shall recognize such Lender, or any other foreclosure sale purchaser, as the rightful holder of such portion of the right, title or interest in the Easement or under this Agreement.

3.5 **Rejection.** In the event that this Agreement or any portion hereof is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Lender shall so request, Grantor shall execute and deliver to such Lender a new agreement. Such new agreement shall contain the same covenants, agreements, terms and provisions as contained in this Agreement (except for any requirements which shall have been fulfilled by Grantee prior to such rejection or other termination), and shall be for the then-remaining term of the original Agreement.

3.6 **Certifications.** Grantor shall, upon not less than ten (10) days prior written notice from time to time given by Grantee or by any existing or proposed Lender (the "**Requesting Party**"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement and this Agreement are unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Easement and this Agreement, as so modified, are in full force and effect), (b) certifying that there are not, to Grantor's knowledge, any uncured defaults hereunder, or describing with particularity each such

uncured default if any are claimed, and (c) containing any other certifications as may be reasonably requested. Any such statements may be conclusively relied upon by Grantee and by any existing or proposed Lender. The failure of Grantor to deliver any such statement within such time shall be conclusive upon Grantor that (i) the Easement and this Agreement are in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, Grantor shall, within ten (10) days after written notice from Grantee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Grantor (A) recognizes a particular entity as a Lender under this Agreement and (B) will accord to such entity all the rights and privileges of a Lender hereunder.

3.7 **Liability.** A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (a) perform Grantee's obligations under this Agreement, (b) continue Operations on the Easement Area, or (c) acquire any portion of Grantee's right, title, or interest in the Easement Area or in this Agreement, then such Lender shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Easement Area and the Facilities. Moreover, any Lender or other party who acquires the Easement pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easement.

SECTION 4 - GENERAL PROVISIONS

4.1 **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall (a) be in writing, (b) be deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested or (iii) two (2) days after delivery to a reputable courier for overnight delivery (provided receipt is obtained and charges prepaid by the delivering party) and (c) be addressed to the address of the recipient party set forth in the preamble hereof, except that each party hereto may change its address for receipt of notices by sending notice of such change to the other party in the manner specified in this Section.

4.2 **No Abandonment or Overburdening.**

(a) No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except upon recordation by Grantee of a release or quitclaim deed specifically releasing or conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 4.2(b) below. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

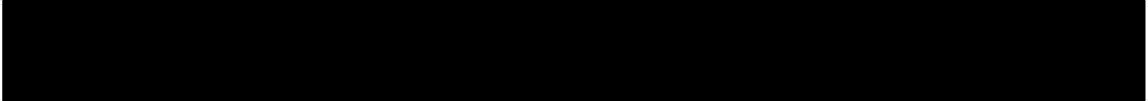
(b) Grantee may, at any time and from time to time during the term hereof, release all or any portion of the Easement Area or quitclaim to Grantor the right, title and interest granted to Grantee hereunder by executing and causing to be acknowledged and recorded in the official records of the county in which the Property is located, a release or quitclaim deed describing with particularity the portion of the Easement Area or such right, title or interest so released or quitclaimed. No partial release of Grantee's interest hereunder shall in any way reduce or alter its obligations to Grantor hereunder with respect to the portion of the Easement Area as to which such quitclaim does not apply.

4.3 **Cooperation.** Grantor shall fully cooperate with Grantee in the conduct of its Operations and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's efforts to obtain from any governmental authority or any other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations; and Grantor shall, without demanding additional consideration therefor, promptly execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee or any governmental authority in connection therewith. Without limiting the generality of the foregoing, Grantor shall promptly execute, cause to be acknowledged and deliver to Grantee any amendment to this Agreement that Grantee may request for the purpose of (a) correcting an error in this Agreement, (b) amending the legal description(s) attached hereto (including by replacing said legal description(s) with revised description(s) prepared or provided by Grantee's surveyor or title company) or (c) providing that the Easement is appurtenant to specifically-described lands or fee or leasehold estates upon which Grantee has constructed or intends to construct the Project. Grantor shall fully cooperate with and assist Grantee in obtaining a subordination and non-disturbance agreement from any lender or tenant holding a prior lien or leasehold interest on the Easement Area to subordinate such lien or leasehold interest to this Agreement.

4.4 **Miscellaneous.**

(a) **No Third Party Beneficiary.** Except with respect to the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties hereto, and shall not be construed as benefiting any person or entity that is not a party to this Agreement.

(b) **Attorneys' Fees.** In the event of any litigation for the interpretation or enforcement hereof, or for damages for the breach hereof, or which in any other manner relates to the Easement, this Agreement or the Property, the prevailing party shall be



(c) **Construction.** This Agreement shall be construed equally as between and against the parties hereto, and shall not be construed against the party responsible for its drafting.

(d) **Anti-corruption.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the

providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer; (vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a party (and not its Affiliates or a third party) shall make payments to the other party, except with that other party's prior written consent. Subject to the preservation of legal privilege, during the term of this Agreement and for seven (7) years thereafter and on reasonable notice, each party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement

(e) **Data Privacy.** Any information related to a directly or indirectly identifiable individual ("Personal Data") transferred between the parties shall be solely for the specific purposes specified in this Agreement and shall comply with applicable data protection law and the Privacy Notice – Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html>. By signing this Agreement, each party certifies that it understands and shall not process, sell, retain, use or disclose the Personal Data for any purpose other than that which is specified in this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(g) **Appurtenance.** The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of this Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, this Agreement shall continue to be in full force and effect perpetually.

(h) **Run With Land.** The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

(i) **No Oral Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

(j) **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this Section 4.4.

(k) **Entire Agreement.** This Agreement, including any Exhibits attached hereto, contains the entire agreement between the parties hereto in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby.

(l) **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

(m) **Termination; Quitclaim Deed.** Grantee shall have the right to terminate this Agreement at any time, effective immediately upon delivering written notice to Grantor. Upon any such termination by Grantee, the Parties' respective rights and obligations hereunder shall cease, except for Grantee's restoration obligations under Section 2.2. Promptly following the expiration or termination of this Agreement, Grantee shall execute and deliver to Grantor a release or quitclaim deed of all of its right, title and interest in the Easement Area.

(n) **Memorandum.** Concurrently with execution hereof, the parties hereto shall execute and deliver a Memorandum of Easement Agreement in the form attached hereto as Exhibit "B", which Memorandum shall promptly be recorded in the official records of the county in which the Property is situated. Grantee shall also have the right, at its sole election, to record this Agreement in its entirety, provided, however, the financial terms of this Agreement may be redacted from such recorded copy.

(o) **Special Kentucky Provisions.** Grantor and Grantee acknowledge their desire for the provisions of this Agreement to comply with all applicable Kentucky and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kentucky and federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Grantor and Grantee agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grantee) as may be necessary for that purpose. To the extent

there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Kentucky or federal law relating to solar leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws. In the event that Grantor receives a notice of intent to drill, of intent to conduct seismic operations, or of any other intent or desire to use any portion of the surface of the Easement Area for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Easement Area, Grantor shall promptly provide a copy of such notice to Grantee. Grantor shall notify Grantee of, and allow Grantee to participate in, any negotiations with, or proceedings involving, parties desiring to conduct such activities.

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

(q) The undersigned signatories for the Grantor certify that they are vested with the authority to bind Grantor to the Easement, and that no other parties are required to do the same. Grantor, upon request from the Grantee or Grantee's title company, shall provide satisfactory evidence of authority, including but not limited to articles of incorporation.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement.

Grantor:

BELLEAIR INVESTMENT HOLDINGS, INC.,
a Delaware corporation

By: [Signature]
Jeremy A. Hoops, President & CEO

Address: 1025 N. Main Street
Milton, West Virginia 25541

Date: 4.29.26

STATE OF West Virginia)
COUNTY OF Cabell) ss.

BE IT REMEMBERED, that on this 29 day of April, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Jeremy A. Hoops, to me personally known, who being by me duly sworn did say that he is the President and CEO of Belleair Investment Corporation, Inc., a Delaware corporation, and that the within instrument was signed and delivered on behalf of said corporation by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

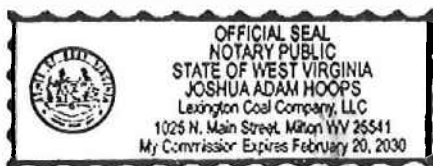
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

February 20, 2030
[SEAL]

[Signature]
Notary Public in and for said County and State

Print Name: Joshua A Hoops



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By:


Aaron Lipscomb, Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: May 27th 2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 27th day of May, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

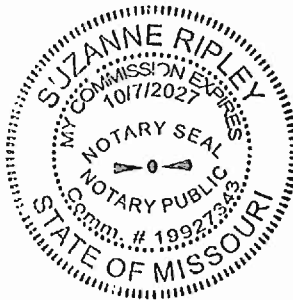
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

10/07/2027



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By:

[Signature]

Name:

Travis Narom

Title:

Authorized Person

Address:

422 Admiral Boulevard
Kansas City, Missouri 64106

Date:

May 27th 2026

STATE OF MISSOURI

)

) ss.

COUNTY OF JACKSON

)

BE IT REMEMBERED, that on this 27th day of May, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Travis Narom, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature: Suzanne Ripley]
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

10/07/2027

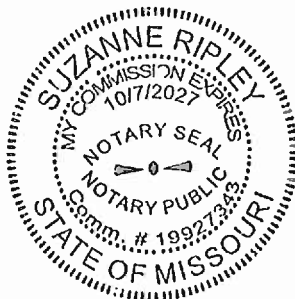


EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

All the real property with Parcel ID 030-00-00-054 conveyed to Belleair Investment Holdings, Inc., a Delaware corporation of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 209, page 695.

EXHIBIT "A-1"

Map of Easement

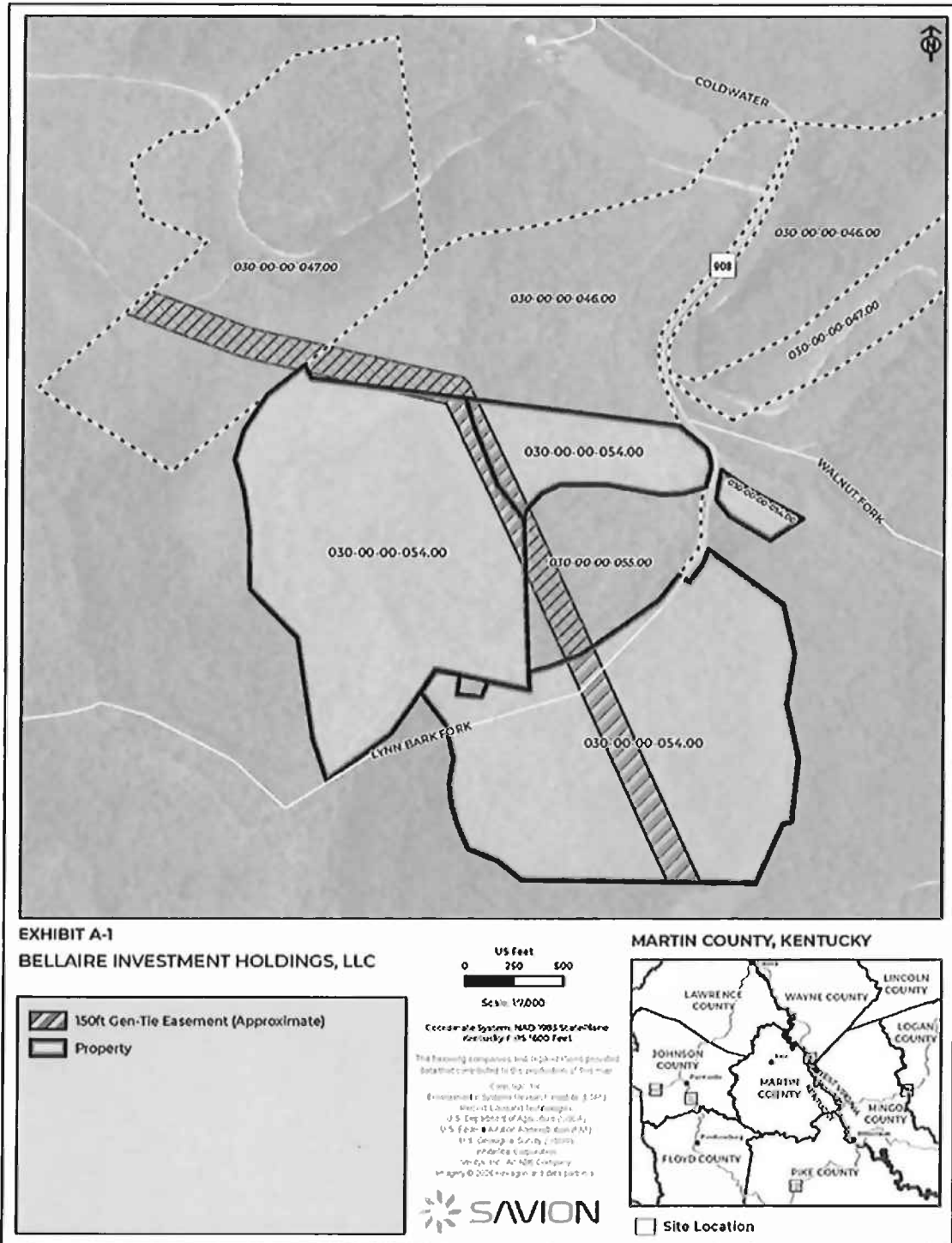


EXHIBIT "B"

Form of Memorandum of Easement Agreement

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY
AND UPON RECORDING RETURN TO:

Lynn Bark Energy Center, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

Aaron Lipscomb

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "**Memorandum**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between Belleair Investment Holdings, Inc., a Delaware corporation ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

A. Grantor owns the real property described on Exhibit "A" attached hereto (the "**Property**").

B. Grantee and Grantor have entered into that certain unrecorded Easement Agreement of even date herewith (the "**Agreement**") pursuant to which Grantor has granted to Grantee an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility constituting Grantee's solar energy generation project in Martin County, Commonwealth of Kentucky (the "**Project**").

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, in consideration of the payment to Grantor of certain sums of money, the receipt of which is hereby acknowledged, the foregoing recitals and the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1". The portion of the Property that is from time to time covered by the Easement is referred to herein as the "**Easement Area**".

2. The Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, in connection with the Project, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, in connection with the Project and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment that are connected with the Project (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archaeological assessments transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

3. Among other things, the Agreement provides that upon completion of construction of the Facilities, Grantee shall unilaterally record a quitclaim deed that (i) sets forth the legal description of said 150-foot wide corridor and (ii) quitclaims back to Grantor all of Grantee's right, title and interest in the portion of the Easement Area that is outside of, and not included in, said 150-foot wide corridor.

4. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or the Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness or the performance of any obligation.

5. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

6. The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

7. The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project

are subject to change throughout the term of the Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, the Agreement shall continue perpetually.

8. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Memorandum.

Grantor: BELLEAIR INVESTMENT CORPORATION, INC.
a Delaware corporation

By: _____

Name: Jeremy A. Hoops

Title: President & CEO

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Jeremy A. Hoops, to me personally known, who being by me duly sworn did say that he is the President and CEO of Belleair Investment Corporation, Inc., a Delaware corporation, and that the within instrument was signed and delivered on behalf of said corporation by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

Notary Public in and for said County and State

Print Name: _____

[SEAL]

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2026,
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
_____, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability
company, that said instrument was signed and delivered on behalf of said limited liability
company, and acknowledged that said instrument was the free act and deed of said limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

All the real property with Parcel ID 030-00-00-054 conveyed to Belleair Investment Holdings, Inc., a Delaware corporation of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 209, page 695.

Map of Easement



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Agreement (the "**Effective Date**"), by and between Dianna Fannin (a/k/a Dianna Moore), a married person, whose address is 1376 Calloway Dr., Tomahawk, Kentucky, 41262 ("**Grantor**"), and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

RECITALS

A. Grantor owns the real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Property**"); and

B. Grantee desires to obtain an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility, commonly known as Lynn Bark Energy Center in Martin County, Commonwealth of Kentucky (the "**Project**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 - GRANT OF RIGHTS

1.1 **Grant of Easement.** Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1" (which shall be narrowed to a 150-foot wide corridor located anywhere within said area as and when provided in Section 1.6 below). The portion of the Property that is from time to time covered by the Easement (i.e., initially the portion depicted on Exhibit "A-1", and later said 150-foot wide corridor) is referred to herein as the "**Easement Area**".

1.2 **Term of Easement.** The Easement shall be for a term of forty (40) years after the Commencement of Construction (as defined in Section 1.6.1) (the "**Term**").

1.3 **Purposes of Easement.** The Easement is for the following purposes and activities (collectively, "**Operations**"): (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment including, without limitation, any roads, bridges, culverts, erosion control facilities, and gates, as may be necessary to provide access to any of

the foregoing (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

1.4 **Nature of Easement; Grantor Reservation of Rights; Limitations.**

(a) The Easement includes, without limitation, (a) the right of access, ingress and egress on, over and across the Easement Area, including access to and between any Facilities, and (b) the right to conduct any and all Operations on the Easement Area, in each case in connection with, for the benefit of and for purposes incidental to Grantee's operations and activities on the Easement Area and on lands in the vicinity of and outside the Easement Area.

(b) Grantor reserves and shall continue to enjoy the surface and subsurface of the Property (including, without limitation, the surface and subsurface of the Easement Area) for all purposes which do not interfere with Grantee's Operations or prevent the use by the Grantee of the Facilities. Notwithstanding the foregoing, Grantor agrees not to erect any obstruction on the Easement Area other than fences; provided however, as to erection of fences, Grantor agrees not to fence the length of the Easement Area and, if any cross-fencing of the Easement Area occurs, Grantor, at its expense, shall install gates to allow the Grantee continued access to the Easement Area. Grantor further agrees not to attach any fences to any of the Grantee's utility poles.

(c) Neither the Grantee, nor its agents, employees, contractors, and subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish or camp on the Easement Area, nor shall it, or any of its agents, employees, contractors or subcontractors, carry onto the Easement Area, firearms, dogs, fishing equipment or other articles ordinarily used for hunting or fishing. Furthermore, neither the Grantee, its agents, employees, contractors, or subcontractors shall be allowed to go upon the Easement Area for any purpose other than in pursuit of the purposes set forth in this Agreement. The Grantee agrees that it will expressly inform its employees, agents, contractors and subcontractors of these restrictions prior to their initial entry onto the Easement Area, and shall take such disciplinary actions as it deems appropriate for violations of these restrictions.

(d) In the event Grantee's Facilities or its use of the Easement Area will permanently or temporarily block Grantor's access to the Property or any portion thereof, Grantee, at Grantee's expense, shall provide reasonably suitable replacement access until such time as Grantor's access is restored.

1.5 **Payment of Consideration.** As part of or promptly following the execution of this Agreement, Grantor (including all persons or entities that comprise Grantor) shall deliver to Grantee a completed Internal Revenue Service Form W-9 (the "**W-9**"). Grantee shall have no obligation to make any payments of any amounts due to Grantor hereunder until Grantor returns to Grantee such completed W-9, and Grantee's failure or refusal to make any payment of any

amount due to Grantor hereunder as a result of Grantor's failure to deliver the W-9 shall not constitute a default hereunder.

(a) Initial Payment. Within thirty (30) days after the receipt of W-9(s), Grantee shall deliver to Grantor a one-time payment in the amount of [REDACTED] (the "**Initial Payment**"). The Initial Payment shall and is hereby acknowledged by Grantor to be full consideration for the period between the Effective Date and the Commencement of Construction (defined in Section 1.6.1).

(b) Construction Payment. Within sixty (60) days after the Commencement of Construction, Grantee shall deliver to Grantor a [REDACTED] (the "**Construction Payment**"). The Construction Payment shall and is hereby acknowledged by Grantor to be full consideration for the remainder of the Term.

(c) Reimbursement of Damages. After Grantee narrows the Easement Area as contemplated in Section 1.6 below, to the extent Grantee damages any part of the Property outside of the Easement Area, Grantee shall restore such damaged property or otherwise reimburse Grantor for the fair market value of such damage. If any of Grantor's growing crops are materially damaged or destroyed as a result of the Operations, then Grantee shall promptly pay to Grantor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Grantor in planting, irrigating and fertilizing such crops or the fair market value of such crops in their condition prior to such damage, destruction or removal. Grantee may request that Grantor not grow crops within a reasonable area around Facilities and thereafter no crop damage payments will be payable with respect to such areas.

1.6 Narrowing of Easement Area; Construction of Facilities.

1.6.1 The Grantee will submit to Grantor for review the plans and specifications of the Facilities and showing the specific 150-foot wide corridor (which shall constitute the narrowing of the Easement Area as contemplated in Section 1.1 above), and the number and location of any poles, support wires, or electric lines, gates, and any other improvement associated with the Facilities proposed to be constructed by the Grantee. Grantor shall have twenty (20) days thereafter to review the plans and specifications for the Facilities and make reasonable written requests for changes, alternative procedures, or accommodations that will help to preserve the integrity and aesthetics of the Easement Area. The plans and specifications, and any changes or modifications thereto, shall be submitted to Grantor for review no less than twenty (20) days before work on the Facilities begins accompanied by a notice setting forth the date upon which work will begin on the Facilities (the "**Commencement of Construction**"). After Grantee has delivered such notice setting forth the Commencement of Construction, Grantee shall have the unilateral right to file a notice or amendment to the memorandum of this Agreement in the official records of the County in which the Property is situated that sets forth the Commencement of Construction. Grantee shall also submit plans and specifications to Grantor for review no less than twenty (20) days before any proposed changes or modifications to the existing Facilities are implemented. Upon completion of construction of the Facilities, Grantee shall unilaterally record a partial release that (a) sets forth the legal description of said 150-foot wide corridor and (b) releases back to Grantor all of Grantee's right, title and interest in the portion of said Easement Area that is outside of, and not included in, said 150-foot wide corridor. Thereafter, said 150-foot wide corridor shall be deemed to be the Easement Area for purposes of this Agreement.

1.6.2 The Grantee shall not affix lights or lighting equipment of any kind to the poles, structures or wires unless required by Federal Aviation Administration regulations. Grantee shall clearly mark or delineate the boundaries of the Easement Area during the initial construction of the Facilities.

SECTION 2 - MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1 Indemnity.

2.1.1 Grantee shall indemnify and hold Grantor and its grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's Operations on the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, petroleum product, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special waste which is now or hereafter classified by any law or regulation as hazardous or toxic (each, a "**Hazardous Material**") and existing prior to the execution of this Agreement.

2.1.2 Grantor shall indemnify and hold Grantee and its affiliates, grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantor's use of the Property, including, without limitation, Grantor's use of fire and flammable substances to burn any area of the Property, or the existence of any Hazardous Material existing prior to the execution of this Agreement. If any of Grantee's Facilities or Operations are impaired, damaged or destroyed as a result of Grantor's operations, including but not limited to burning activities on the Property or the use or existence of any Hazardous Material on the Property, then Grantor shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.2 Restoration. Within twelve (12) months after Grantee has permanently ceased Operations on the Easement Area, Grantee shall (a) remove from the Easement Area any Facilities owned, installed or constructed by Grantee thereon, except for any roads and (b) leave the surface of the Easement Area free from debris; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) two (2) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period.

2.3 Ownership of Improvements. Grantor and Grantee acknowledge and agree that (a) the Facilities are and shall be severable and separable from each other, (b) Grantor shall have no ownership or other interest in any Facilities installed or placed on the Easement Area, and Grantee may remove any or all Facilities at any time and from time to time, (c) to the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Facilities or any portion thereof and (d) if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Facilities or any portion thereof.

2.4 Default; Remedies.

(a) Grantor shall provide written notice to Grantee and to any Lender (as defined in Section 2.5) whose notice address has been provided to Grantor, of any material breach by Grantee (the "**Breach Notice**"). Grantee shall have thirty (30) days to cure any such monetary breach and sixty (60) days to cure any such non-monetary breach after Grantee's receipt of the Breach Notice. Any Lender shall have an additional thirty (30) days to cure any such monetary breach (for a total of sixty (60) days) and an additional thirty (30) days (for a total of ninety (90) days) to cure any such non-monetary breach after Lender's receipt of the Breach Notice. So long as Grantee or any Lender has commenced and is diligently proceeding in good faith to cure such breach, Grantee or any Lender shall have a reasonable period beyond such initial 30 or 60-day period to cure if such cure cannot reasonably be completed within such 30 or 60-day period, including the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right and ability to effect such cure. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing any default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (and its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder.

(b) Subject to Lender's rights in Section 3, upon an uncured event of default by a defaulting party under this Agreement, the non-defaulting party shall have and shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, all of which remedies shall be cumulative. Such remedies shall include (a) the right in the non-defaulting party to pay or perform any obligations of the defaulting party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the defaulting party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance and (b) if Grantor is the defaulting party, the right in Grantee (but not the obligation) to (i) offset any damages or losses (including any such out-of-pocket costs) it incurs by reason of Grantor's default against any amounts due to Grantor hereunder, and (ii) seek and obtain injunctive relief, specific performance or other equitable relief (Grantor hereby acknowledging and agreeing that (A) Grantee may not have an adequate remedy at law and (B) Grantee shall not be required to post any bond in connection therewith).

2.5 Right To Assign and Encumber. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any Lender as security for the repayment of any indebtedness or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" includes any financial institution or other person or entity that from time to time provides secured financing for one, some or all of the Project, the Facilities or Operations, collectively with any agents, security or collateral agents, owner trustees, indenture trustees, loan trustees, loan participants or participating or syndicated lenders involved in whole or in part in such financing, and their respective grantees, representatives, successors and assigns, including, but not limited to, tax equity and other similar investors. Such transfer, assignment, alienation, license, grant, hypothecation, mortgage or pledge shall have the effect of releasing Grantee from any of its obligations hereunder, to the extent the assignee(s) assumes the obligations of Grantee in writing, in which event Grantee shall have no continuing liability.

2.6 **Prevention of Damage.** Grantee shall take reasonable steps to prevent its Operations from: (i) causing or contributing to soil erosion or the injury of terraced or other soil-conserving structures on the Property; (ii) damaging, polluting, or depleting the waters of reservoirs, springs, streams, or wells upon the premises and including, without limitation, water storage and transportation facilities; (iii) damaging crops or pastures; or (iv) intentionally harming, frightening, or injuring in any way the animals or livestock on the Property. Grantee shall promptly restore all fences which may be damaged in its Operations to as good as or better condition as same were in before such operations were undertaken. Whenever any fence upon the Easement Area is required to be opened, such opening shall not be left unattended unless a good and sufficient gate or cattle guard capable of turning livestock shall be installed at such opening. Upon completion of any construction or repairs, Grantee shall clean up the area and restore the surface to as near original condition as possible.

2.7 **Clearing of Trees and Shrubs.** Prior to any clearing of trees, shrubs, or other vegetation within the Easement Area after the initial construction as provided for in Section 1.5 above, Grantee shall notify Grantor of any such clearing. Notwithstanding this provision, Grantee shall have the right to maintain without notice or Grantor's consent the original clear cut path within the Easement Area or any trees outside of the Easement Area that Grantee reasonably believes pose a significant risk to any Facilities. Additionally, no notice shall be required in emergency situations and nothing contained in this provision shall operate to delay emergency repairs and similar operations by the Grantee.

2.8 **Compliance With Laws.** Grantee agrees to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws and regulations (including, without limitation, environmental laws and regulations), rules and safety standards in connection with Grantee's activities hereunder, including, without limitation, in connection with the construction, use, operation, maintenance, repair and service of Grantee's equipment and appurtenances hereunder.

2.9 **Insurance.** Grantee shall, at its expense, maintain (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Easement Area, with limits in the amount of [REDACTED] and (b) an umbrella or excess liability policy in the amount of [REDACTED]; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by the Grantor, (A) Grantor shall be provided with additional insured status in such policy and (B) the Grantee shall promptly deliver a certificate of such insurance to Grantor.

2.10 **Property Taxes.** Grantee shall pay, when due, all real and personal property taxes and assessments levied against its Facilities. In the event that the real property taxes or assessments levied against the Easement Area increase because of the installation or operation of Grantee's Facilities, then Grantee shall, within thirty (30) days after receipt from Grantor of the necessary calculations, reimburse Grantor for the amount of such increase. In the event Grantor fails to pay all real and personal property taxes that are not otherwise the responsibility of Grantee, Grantee shall have the right, but not the obligation, to pay Grantor's real and personal property taxes and offset such payments against any amounts due to Grantor hereunder.

SECTION 3 - RIGHTS OF LENDERS

3.1 **Notice of Lenders.** Grantee shall provide written notice to Grantor of any Lender(s) (including such Lender's address) to whom notice may be required to be given by Grantor hereunder.

3.2 **Lender's Right to Possession, Right to Acquire and Right to Assign.** A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easement; (d) take possession of and operate the Easement Area and the Facilities or any portion thereof; (e) perform any obligations to be performed by Grantee hereunder; (f) assign or transfer the Easement to a third party; (g) exercise any rights of Grantee hereunder, and (h) cause a receiver to be appointed to do any of the foregoing or any other things that a Lender is entitled to do under this Section 3.2. Grantor's consent shall not be required for any of the foregoing; and, upon acquisition of the Easement by a Lender or any other third party who acquires the same from or on behalf of a Lender, Grantor shall recognize the Lender or such other party (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect.

3.3 **Amendment; Termination.** Grantor agrees for the benefit of each Lender that it will not, without the prior written consent of such Lender: (a) agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, or (b) accept a surrender of the Easement or any part thereof (other than to narrow the Easement Area as described in Section 1.6) or a termination of this Agreement.

3.4 **Foreclosure.** Foreclosure of a Lender's Lien or any sale thereunder, whether by judicial proceedings or otherwise, or any conveyance or transfer of all or any portion of Grantee's right, title or interest in the Easement or under this Agreement to a Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or by a Lender following foreclosure and sale, shall not require the consent of Grantor or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, Grantor shall recognize such Lender, or any other foreclosure sale purchaser, as the rightful holder of such portion of the right, title or interest in the Easement or under this Agreement.

3.5 **Rejection.** In the event that this Agreement or any portion hereof is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Lender shall so request, Grantor shall execute and deliver to such Lender a new agreement. Such new agreement shall contain the same covenants, agreements, terms and provisions as contained in this Agreement (except for any requirements which shall have been fulfilled by Grantee prior to such rejection or other termination), and shall be for the then-remaining term of the original Agreement.

3.6 **Certifications.** Grantor shall, upon not less than ten (10) days prior written notice from time to time given by Grantee or by any existing or proposed Lender (the "***Requesting Party***"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement and this Agreement are unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Easement and this Agreement, as so modified, are in full force and effect), (b) certifying that there are not, to Grantor's knowledge, any uncured defaults hereunder, or describing with particularity each such

uncured default if any are claimed, and (c) containing any other certifications as may be reasonably requested. Any such statements may be conclusively relied upon by Grantee and by any existing or proposed Lender. The failure of Grantor to deliver any such statement within such time shall be conclusive upon Grantor that (i) the Easement and this Agreement are in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, Grantor shall, within ten (10) days after written notice from Grantee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Grantor (A) recognizes a particular entity as a Lender under this Agreement and (B) will accord to such entity all the rights and privileges of a Lender hereunder.

3.7 **Liability.** A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (a) perform Grantee's obligations under this Agreement, (b) continue Operations on the Easement Area, or (c) acquire any portion of Grantee's right, title, or interest in the Easement Area or in this Agreement, then such Lender shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Easement Area and the Facilities. Moreover, any Lender or other party who acquires the Easement pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easement.

SECTION 4 - GENERAL PROVISIONS

4.1 **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall (a) be in writing, (b) be deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested or (iii) two (2) days after delivery to a reputable courier for overnight delivery (provided receipt is obtained and charges prepaid by the delivering party) and (c) be addressed to the address of the recipient party set forth in the preamble hereof, except that each party hereto may change its address for receipt of notices by sending notice of such change to the other party in the manner specified in this Section.

4.2 No Abandonment or Overburdening.

(a) No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except upon recordation by Grantee of a release or quitclaim deed specifically releasing or conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 4.2(b) below. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

(b) Grantee may, at any time and from time to time during the term hereof, release all or any portion of the Easement Area or quitclaim to Grantor the right, title and interest granted to Grantee hereunder by executing and causing to be acknowledged and recorded in the official records of the county in which the Property is located, a release or quitclaim deed describing with particularity the portion of the Easement Area or such right, title or interest so released or quitclaimed. No partial release of Grantee's interest hereunder shall in any way reduce or alter its obligations to Grantor hereunder with respect to the portion of the Easement Area as to which such quitclaim does not apply.

4.3 **Cooperation.** Grantor shall fully cooperate with Grantee in the conduct of its Operations and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's efforts to obtain from any governmental authority or any other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations; and Grantor shall, without demanding additional consideration therefor, promptly execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee or any governmental authority in connection therewith. Without limiting the generality of the foregoing, Grantor shall promptly execute, cause to be acknowledged and deliver to Grantee any amendment to this Agreement that Grantee may request for the purpose of (a) correcting an error in this Agreement, (b) amending the legal description(s) attached hereto (including by replacing said legal description(s) with revised description(s) prepared or provided by Grantee's surveyor or title company) or (c) providing that the Easement is appurtenant to specifically-described lands or fee or leasehold estates upon which Grantee has constructed or intends to construct the Project. Grantor shall fully cooperate with and assist Grantee in obtaining a subordination and non-disturbance agreement from any lender or tenant holding a prior lien or leasehold interest on the Easement Area to subordinate such lien or leasehold interest to this Agreement.

4.4 **Miscellaneous.**

(a) **No Third Party Beneficiary.** Except with respect to the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties hereto, and shall not be construed as benefiting any person or entity that is not a party to this Agreement.

(b) **Attorneys' Fees.** In the event of any litigation for the interpretation or enforcement hereof, or for damages for the breach hereof, or which in any other manner relates to the Easement, this Agreement or the Property, the prevailing party shall be

(c) **Construction.** This Agreement shall be construed equally as between and against the parties hereto, and shall not be construed against the party responsible for its drafting.

(d) **Anti-corruption.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the

providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer; (vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a party (and not its Affiliates or a third party) shall make payments to the other party, except with that other party's prior written consent. Subject to the preservation of legal privilege, during the term of this Agreement and for seven (7) years thereafter and on reasonable notice, each party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement

(e) **Data Privacy.** Any information related to a directly or indirectly identifiable individual ("**Personal Data**") transferred between the parties shall be solely for the specific purposes specified in this Agreement and shall comply with applicable data protection law and the Privacy Notice – Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html>. By signing this Agreement, each party certifies that it understands and shall not process, sell, retain, use or disclose the Personal Data for any purpose other than that which is specified in this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(g) **Appurtenance.** The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of this Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, this Agreement shall continue to be in full force and effect for the duration of the Term.

(h) **Run With Land.** The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

(i) **No Oral Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

(j) **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this Section 4.4.

(k) **Entire Agreement.** This Agreement, including any Exhibits attached hereto, contains the entire agreement between the parties hereto in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby.

(l) **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

(m) **Termination; Quitclaim Deed.** Grantee shall have the right to terminate this Agreement at any time by delivering written notice to Grantor. Upon any such termination by Grantee, the Parties' respective rights and obligations hereunder shall cease, except for Grantee's restoration obligations under Section 2.2. Promptly following the expiration or termination of this Agreement, Grantee shall execute and deliver to Grantor a release or quitclaim deed of all of its right, title and interest in the Easement Area.

(n) **Memorandum.** Concurrently with execution hereof, the parties hereto shall execute and deliver a Memorandum of Easement Agreement in the form attached hereto as Exhibit "B", which Memorandum shall promptly be recorded in the official records of the county in which the Property is situated. Grantee shall also have the right, at its sole election, to record this Agreement in its entirety, provided, however, the financial terms of this Agreement may be redacted from such recorded copy.

(o) **Special Kentucky Provisions.** Grantor and Grantee acknowledge their desire for the provisions of this Agreement to comply with all applicable Kentucky and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kentucky and federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Grantor and Grantee agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grantee) as may be necessary for that purpose. To the extent

there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Kentucky or federal law relating to solar leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws. In the event that Grantor receives a notice of intent to drill, of intent to conduct seismic operations, or of any other intent or desire to use any portion of the surface of the Easement Area for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Easement Area, Grantor shall promptly provide a copy of such notice to Grantee. Grantor shall notify Grantee of, and allow Grantee to participate in, any negotiations with, or proceedings involving, parties desiring to conduct such activities.

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

(q) The undersigned signatories for the Grantor certify that they are vested with the authority to bind Grantor to the Easement, and that no other parties are required to do the same. Grantor, upon request from the Grantee or Grantee's title company, shall provide satisfactory evidence of authority, including but not limited to a limited liability agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement.

Grantor:

Dianna Fannin
Dianna Fannin

Address: 1376 Calloway Dr.,
Tomahawk, Kentucky, 41262

Date: 8-1-25

JOINDER OF SPOUSE

Marshall Dean Fannin, the spouse of Grantor, joins herein for the purpose of releasing dower, homestead, and all other marital rights, all of which are waived with respect to the Agreement.

Marshall Dean Fannin
Marshall Dean Fannin

Date: 8/1/25

COMMONWEALTH OF Kentucky)
COUNTY OF Martin) ss.

BE IT REMEMBERED, that on this 1ST day of August, 2025, before me, the undersigned, a Notary Public in and for said County and Commonwealth aforesaid, came Dianna Fannin and Marshall Dean Fannin, wife and husband, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

11-21-2025
[SEAL]

Donna Jones
Notary Public in and for said County and State

Print Name: Donna Jones

Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By:

Aaron Lipscomb, Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: August 6th 2025

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of August, 2025
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an
Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that
said instrument was signed and sealed on behalf of said limited liability company, and
acknowledged that said instrument was the free act and deed of said limited liability company.

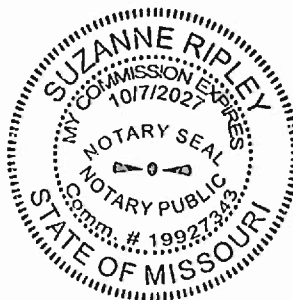
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Suzanne Ripley
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

10/07/2027



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: 

Name: Scott Zeimetz

Title: Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: August 6th, 2025

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 6th day of August, 2025, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Scott Zeimetz, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and sealed on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

10/07/2027

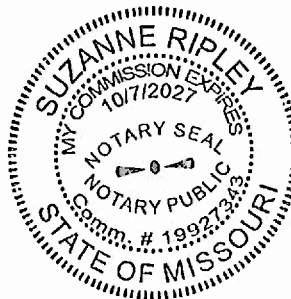


EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN, COMMONWEALTH OF KENTUCKY:

PARCEL 1 (Deed Record 156-695)

Lying on Wolf Creek and Little Rockcastle, bounded and described as follows:

Beginning at an iron stake painted on the upper side of the Wolf Creek Road on a corner of the Robert Cassady tract; thence running up the hill with his line N89 1 0' W 112 feet to gas well #4693; thence S 71 00W 166 feet to a large maple and rock on hillside; S 55 45' W 560 feet to a poplar on side of knob, on the original line; thence leaving line of Robert Cassady running with the calls of the original line N67 ½ W 250 feet to a chestnut and rock on knob; N10 30' W 132 feet to a rock on knob; N 7 00E 297 feet to a red oak on ridge, a corner of tract #2; thence leaving the ridge running with line of tract #2; N 78 40'E 1110 feet to an iron stake at the state road, passing an iron stake on west side of creek; thence down the road with line of Robert Cassady; (reversed) S 8 20' E 215 feet to a stake by the road; S 43 15' W/97 feet to the beginning, containing 11 acres, more or less.

Being the same property conveyed to Samuel R. Moore and Elzava Moore, his wife, by deed from Ruth C. Howard dated March 11, 1974 and recorded in Deed Book 73, Page 218, records of the Martin County Court Clerk's Office.

EXCEPTING, a tract of land from the above-described parcel conveyed to Samuel Darrell Moore dated June 9, 1993 and recorded in Deed Book 116, Page 140, records of the Martin County Court Clerk.

PARCEL 2 (Deed Record 156-698)

TRACT I

Beginning at the state road right of way at the Robert Stepp patent line; thence up the hill to a large beech; thence to the top of the knob; thence down the hill with the Bert Farley line to the state road right of way; thence down the road to the Cassady and Farley line; thence crossing the bottom and running with the Cassady-Farley line to Wolfe Creek; thence up and with Wolfe Creek to the mouth of Rockcastle Creek; thence up and with Rockcastle Creek to the state road right of way; thence with the state road right of way to the point of Beginning, surface only.

TRACT II

Beginning on the state road right of way at the mouth of Rockcastle and on the easement to the high voltage power line that serves Wolf Creek; thence down and with the state road a distance of 1 00 feet; thence making a right turn in the direction of Rockcastle Creek to the low water mark; thence up the creek to the state road right of way.

Being the same property conveyed to Sam. Moore and Elzana Moore, his wife, by deed from Robert Cassady, Single, and Bertha Cassady, widow, dated May 11, 1979, recorded in Deed Book 85 Page 522, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract of land from Sam Moore and Elzava Moore, his wife, to Gary Lee Maynard, dated March 19, 1983, recorded in Deed Book 92, Page 406, records of the Martin County Court Clerk.

A tract of land from Sam and Elzava Moore, his wife, to Edgar Preece and Carolyn Sue Preece, dated March 16, 1981 and recorded in Deed Book 89, Page 351, records of the Martin County Court Clerk.

A tract of land from Sam Moore and Elzava Moore, his wife, to Diana Moore Preece, dated June 9, 1993, recorded in Deed Book 121, Page 156, records of the Martin County Court Clerk.

A tract of land from Sam Moore and Elzava Moore, his wife, to Linda Gail Moore, dated November 28, 1994, recorded in Deed Book 120, Page 429, records of the Martin County Court Clerk.

PARCEL 3 (Deed Record 156-702)

On Main Wolf Creek and near the mouth of Ash log and Beginning on a set stone marked "X" in the line of Hobart Moore and Samuel R. Moore; thence 70 feet down with the State Road to a culvert; thence 75 feet up the branch with the meanders of same to a set stone marked "X"; thence a straight line to a hickory marked with three (3) hacks; thence back down the hill a straight line to the beginning, containing one (1) acres, being the same more or less.

Being the same property conveyed to Samuel Moore and Ocie Moore dated November 15, 1954, from Hobert Moore and Bertha Moore, recorded in Deed Book 57, Page 595, deed from Ocie Moore to Samuel Moore dated November 15, 1954, recorded in Deed Book 57, Page 595, and by virtue inheritance from Floyd Moore, see Affidavit of Descent in Deed Book 39, Page 424, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Randall Preece and Diana Moore Preece, his wife, dated May 6, 1982 and recorded in Deed Book 90A, Page 115, records of the Martin County Court Clerk.

PARCEL 4 (Deed Record 156-705)

On the Right Fork of Little Rockcastle Creek and known as the Phillip Cassady farm, and more particularly described as deeds from Bert Farley, et al, bearing date July 2, 1971 to Edith C. Ernest, referred to as Tract #2 in said deed.

Being the property conveyed to Samuel Moore and Elzava Moore by deed from James P. Howard, et al, dated December 18, 1974 and recorded in Deed Book 85, Page 487, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract of land from Sam Moore and Elzava Moore, his wife, to Darrell Young and Lillie Mae Young, dated November 21, 1984 and recorded in Deed Book 96, Page 590, records of the Martin County Court Clerk.

A tract of land from Sam and Elzava Moore, his wife, to Roger L. Moore and Judy L. Moore, his wife, dated March 1, 1983 and recorded in Deed Book 92, Page 455, records of the Martin County Court Clerk.

PARCEL 5 (Deed Record 156-708)

Tract No. 1:

A certain tract of land situated on Wolf Creek, bounded and described as follows:

Beginning at a willow tree standing on creek bank of Wolf Creek just above the mouth of Ashlog; thence a straight line to a persimmon tree; thence to an old fence row; thence a straight line to the top of point to a rock; thence following center of point to a chestnut oak tree, corner of Hobart Moore and Wallace Moore; thence following center of point to the top of a high knob, corner of Albert Moore and Wallace Moore, to a water oak; thence down the center of the point binding on Albert Moore's and C. W. Preece's line to an oak bush, corner of Will Moore; thence straight line down the hill with Will Moore's line to a white walnut tree standing on a creek bank just above a sugar tree and elm; thence down with the creek to a willow the beginning corner, containing fifty-five acres, more or less.

Tract No. 2:

A certain tract of land situated on the west side of Wolf Creek, bounded and described as follows: Beginning at a Hornbeam and ash near the reek and road; thence a straight line to a beech on the point; thence a straight line to five chestnuts on some rocks on the top of the point; thence with the center of the point to Floyd Moore's line; thence with his line down the hill to an ash and white walnut on the creek bank; thence to the creek and up the same to opposite the beginning; thence a straight line to the beginning, containing 15 acres, more or less.

Being the same property conveyed to Samuel Moore by deed from Ethel M. Maynard, et con, dated September 14, 1943, recorded in Deed Book 39, Page 424 and by deed from Effie M. Reed, et con, dated September 15, 1945, recorded in Deed Book 42, Page 514, and deed from Ethel M. Maynard, dated September 15, 1943, recorded in Deed Book 42, Page 514, all records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Glenn W. Preece and Judy Preece, his wife, dated July 2, 1976, recorded in Deed Book 79, Page 119, records of the Martin County Court Clerk.

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Glenn W. Preece and Judy Preece, his wife, dated January 6, 1976, recorded in Deed Book 77, Page 794, records of the Martin County Court Clerk.

A tract of land from Sam and Elzava Moore, his wife, to Enoch Preece and Darlene Preece, his wife, dated November 23, 1976, and recorded in Deed Book 80, Page 397, records of the Martin County Court Clerk.

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Kenneth D. Crisco and Charlene Cisco, his wife, dated August 15, 1978 and recorded in Deed Book 84, Page 186, records of the Martin County Court Clerk.

EXHIBIT "A-1"

Map of Easement

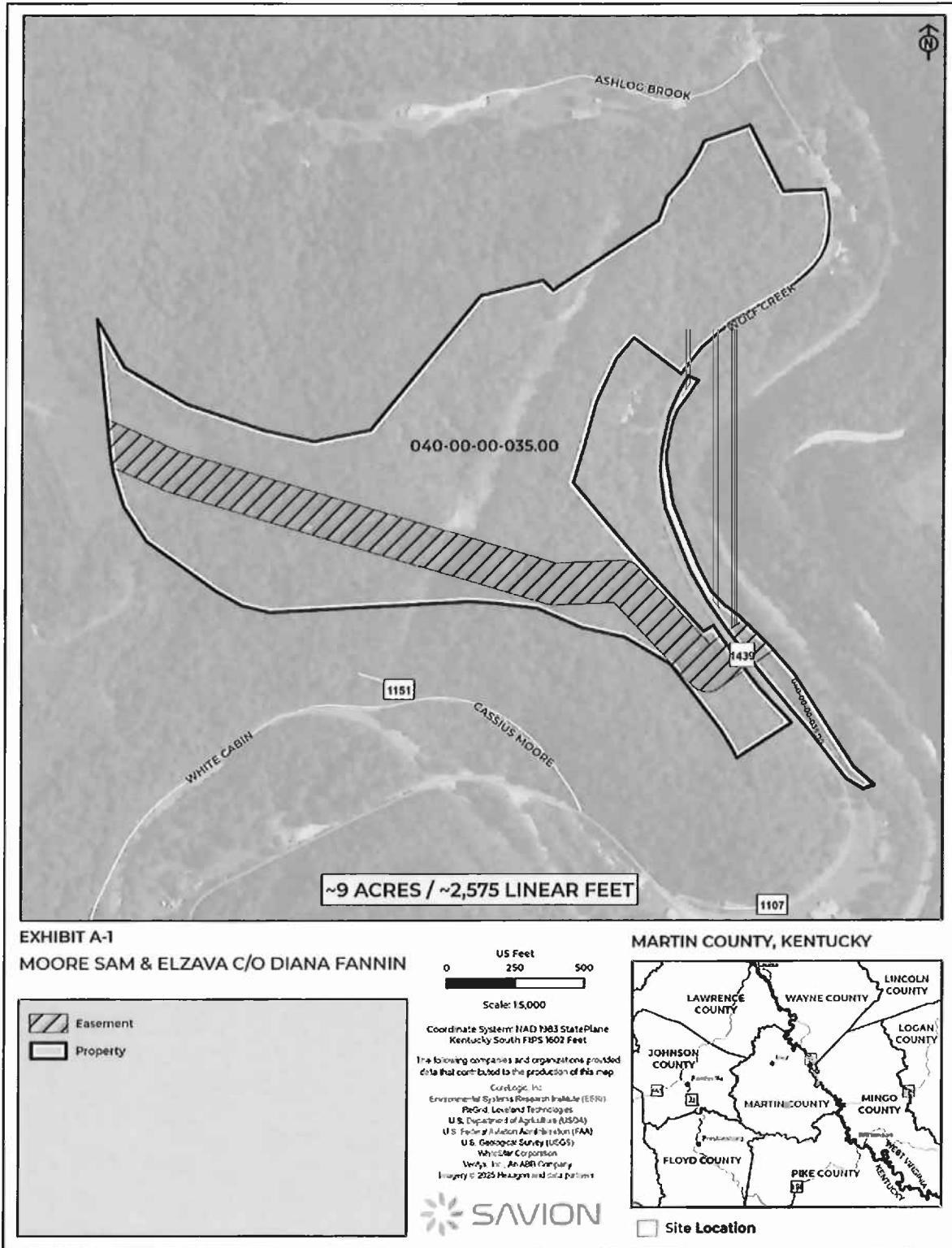


EXHIBIT "B"

Form of Memorandum of Easement Agreement

Prepared by:

Name: _____
Street Address: _____
City, State: _____
Signature: _____

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "**Memorandum**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between Dianna Fannin (a/k/a Dianna Moore), a married person, whose address is 1376 Calloway Dr., Tomahawk, Kentucky, 41262 ("**Grantor**") and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

A. Grantor owns the real property described on Exhibit "A" attached hereto (the "**Property**").

B. Grantee and Grantor have entered into that certain unrecorded Easement Agreement of even date herewith (the "**Agreement**") pursuant to which Grantor has granted to Grantee an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility constituting Grantee's solar energy generation project in Martin County, Commonwealth of Kentucky (the "**Project**").

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, in consideration of the payment to Grantor of certain sums of money, the receipt of which is hereby acknowledged, the foregoing recitals and the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1" (which shall be narrowed to a 150-foot wide corridor located anywhere within said area as and when provided in the Agreement). The portion of the Property that is from time to time covered by the Easement (i.e., initially the portion depicted on Exhibit "A-1", and later said 150-foot wide corridor) is referred to herein as the "**Easement Area**".

2. The Easement shall initially be for a term of forty (40) years after the Commencement of Construction (the "**Term**"). Pursuant to the terms of the Agreement, Grantee shall have the unilateral right to file a notice or amendment to this Memorandum setting forth the date of the "**Commencement of Construction**".

3. The Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, in connection with the Project, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, in connection with the Project and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment that are connected with the Project (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archaeological assessments transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

4. Among other things, the Agreement provides that (a) said Easement Area shall be narrowed to a specific 150-foot wide corridor in accordance with the Agreement and (b) upon completion of construction of the Facilities, Grantee shall unilaterally record a quitclaim deed that (i) sets forth the legal description of said 150-foot wide corridor and (ii) quitclaims back to Grantor all of Grantee's right, title and interest in the portion of the Easement Area that is outside of, and not included in, said 150-foot wide corridor.

5. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or the Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness or the performance of any obligation.

6. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

7. The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

8. The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of the Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, the Agreement shall continue to be in full force and effect for the duration of the Term.

9. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and sealed on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__,
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
_____, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability
company, that said instrument was signed and sealed on behalf of said limited liability company,
and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN, COMMONWEALTH OF KENTUCKY:

PARCEL 1 (Deed Record 156-695)

Lying on Wolf Creek and Little Rockcastle, bounded and described as follows:

Beginning at an iron stake painted on the upper side of the Wolf Creek Road on a corner of the Robert Cassady tract; thence running up the hill with his line N89 1 0' W 112 feet to gas well #4693; thence S 71 00W 166 feet to a large maple and rock on hillside; S 55 45' W 560 feet to a poplar on side of knob, on the original line; thence leaving line of Robert Cassady running with the calls of the original line N67 ½ W 250 feet to a chestnut and rock on knob; N10 30' W 132 feet to a rock on knob; N 7 00E 297 feet to a red oak on ridge, a corner of tract #2; thence leaving the ridge running with line of tract #2; N 78 40'E 1110 feet to an iron stake at the state road, passing an iron stake on west side of creek; thence down the road with line of Robert Cassady; (reversed) S 8 20' E 215 feet to a stake by the road; S 43 15' W/97 feet to the beginning, containing 11 acres, more or less.

Being the same property conveyed to Samuel R. Moore and Elzava Moore, his wife, by deed from Ruth C. Howard dated March 11, 1974 and recorded in Deed Book 73, Page 218, records of the Martin County Court Clerk's Office.

EXCEPTING, a tract of land from the above-described parcel conveyed to Samuel Darrell Moore dated June 9, 1993 and recorded in Deed Book 116, Page 140, records of the Martin County Court Clerk.

PARCEL 2 (Deed Record 156-698)

TRACT I

Beginning at the state road right of way at the Robert Stepp patent line; thence up the hill to a large beech; thence to the top of the knob; thence down the hill with the Bert Farley line to the state road right of way; thence down the road to the Cassady and Farley line; thence crossing the bottom and running with the Cassady-Farley line to Wolfe Creek; thence up and with Wolfe Creek to the mouth of Rockcastle Creek; thence up and with Rockcastle Creek to the state road right of way; thence with the state road right of way to the point of Beginning, surface only.

TRACT II

Beginning on the state road right of way at the mouth of Rockcastle and on the easement to the high voltage power line that serves Wolf Creek; thence down and with the state road a distance of 1 00 feet; thence making a right turn in the direction of Rockcastle Creek to the low water mark; thence up the creek to the state road right of way.

Being the same property conveyed to Sam. Moore and Elzana Moore, his wife, by deed from Robert Cassady, Single, and Bertha Cassady, widow, dated May 11, 1979, recorded in Deed Book 85 Page 522, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

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A tract of land from Sam and Elzava Moore, his wife, to Edgar Preece and Carolyn Sue Preece, dated March 16, 1981 and recorded in Deed Book 89, Page 351, records of the Martin County Court Clerk.

A tract of land from Sam Moore and Elzava Moore, his wife, to Diana Moore Preece, dated June 9, 1993, recorded in Deed Book 121, Page 156, records of the Martin County Court Clerk.

A tract of land from Sam Moore and Elzava Moore, his wife, to Linda Gail Moore, dated November 28, 1994, recorded in Deed Book 120, Page 429, records of the Martin County Court Clerk.

PARCEL 3 (Deed Record 156-702)

On Main Wolf Creek and near the mouth of Ash log and Beginning on a set stone marked "X" in the line of Hobart Moore and Samuel R. Moore; thence 70 feet down with the State Road to a culvert; thence 75 feet up the branch with the meanders of same to a set stone marked "X"; thence a straight line to a hickory marked with three (3) hacks; thence back down the hill a straight line to the beginning, containing one (1) acres, being the same more or less.

Being the same property conveyed to Samuel Moore and Ocie Moore dated November 15, 1954, from Hobart Moore and Bertha Moore, recorded in Deed Book 57, Page 595, deed from Ocie Moore to Samuel Moore dated November 15, 1954, recorded in Deed Book 57, Page 595, and by virtue inheritance from Floyd Moore, see Affidavit of Descent in Deed Book 39, Page 424, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Randall Preece and Diana Moore Preece, his wife, dated May 6, 1982 and recorded in Deed Book 90A, Page 115, records of the Martin County Court Clerk.

PARCEL 4 (Deed Record 156-705)

On the Right Fork of Little Rockcastle Creek and known as the Phillip Cassady farm, and more particularly described as deeds from Bert Farley, et al, bearing date July 2, 1971 to Edith C. Ernest, referred to as Tract #2 in said deed.

Being the property conveyed to Samuel Moore and Elzava Moore by deed from James P. Howard, et al, dated December 18, 1974 and recorded in Deed Book 85, Page 487, records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

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A tract of land from Sam and Elzava Moore, his wife, to Roger L. Moore and Judy L. Moore, his wife, dated March 1, 1983 and recorded in Deed Book 92, Page 455, records of the Martin County Court Clerk.

PARCEL 5 (Deed Record 156-708)

Tract No. 1:

A certain tract of land situated on Wolf Creek, bounded and described as follows:

Beginning at a willow tree standing on creek bank of Wolf Creek just above the mouth of Ashlog; thence a straight line to a persimmon tree; thence to an old fence row; thence a straight line to the top of point to a rock; thence following center of point to a chestnut oak tree, corner of Hobart Moore and Wallace Moore; thence following center of point to the top of a high knob, corner of Albert Moore and Wallace Moore, to a water oak; thence down the center of the point binding on Albert Moore's and C. W. Preece's line to an oak bush, corner of Will Moore; thence straight line down the hill with Will Moore's line to a white walnut tree standing on a creek bank just above a sugar tree and elm; thence down with the creek to a willow the beginning corner, containing fifty-five acres, more or less.

Tract No. 2:

A certain tract of land situated on the west side of Wolf Creek, bounded and described as follows: Beginning at a Hornbeam and ash near the creek and road; thence a straight line to a beech on the point; thence a straight line to five chestnuts on some rocks on the top of the point; thence with the center of the point to Floyd Moore's line; thence with his line down the hill to an ash and white walnut on the creek bank; thence to the creek and up the same to opposite the beginning; thence a straight line to the beginning, containing 15 acres, more or less.

Being the same property conveyed to Samuel Moore by deed from Ethel M. Maynard, et con, dated September 14, 1943, recorded in Deed Book 39, Page 424 and by deed from Effie M. Reed, et con, dated September 15, 1945, recorded in Deed Book 42, Page 514, and deed from Ethel M. Maynard, dated September 15, 1943, recorded in Deed Book 42, Page 514, all records of the Martin County Court Clerk.

EXCEPTING the following tracts previously conveyed:

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Glenn W. Preece and Judy Preece, his wife, dated July 2, 1976, recorded in Deed Book 79, Page 119, records of the Martin County Court Clerk.

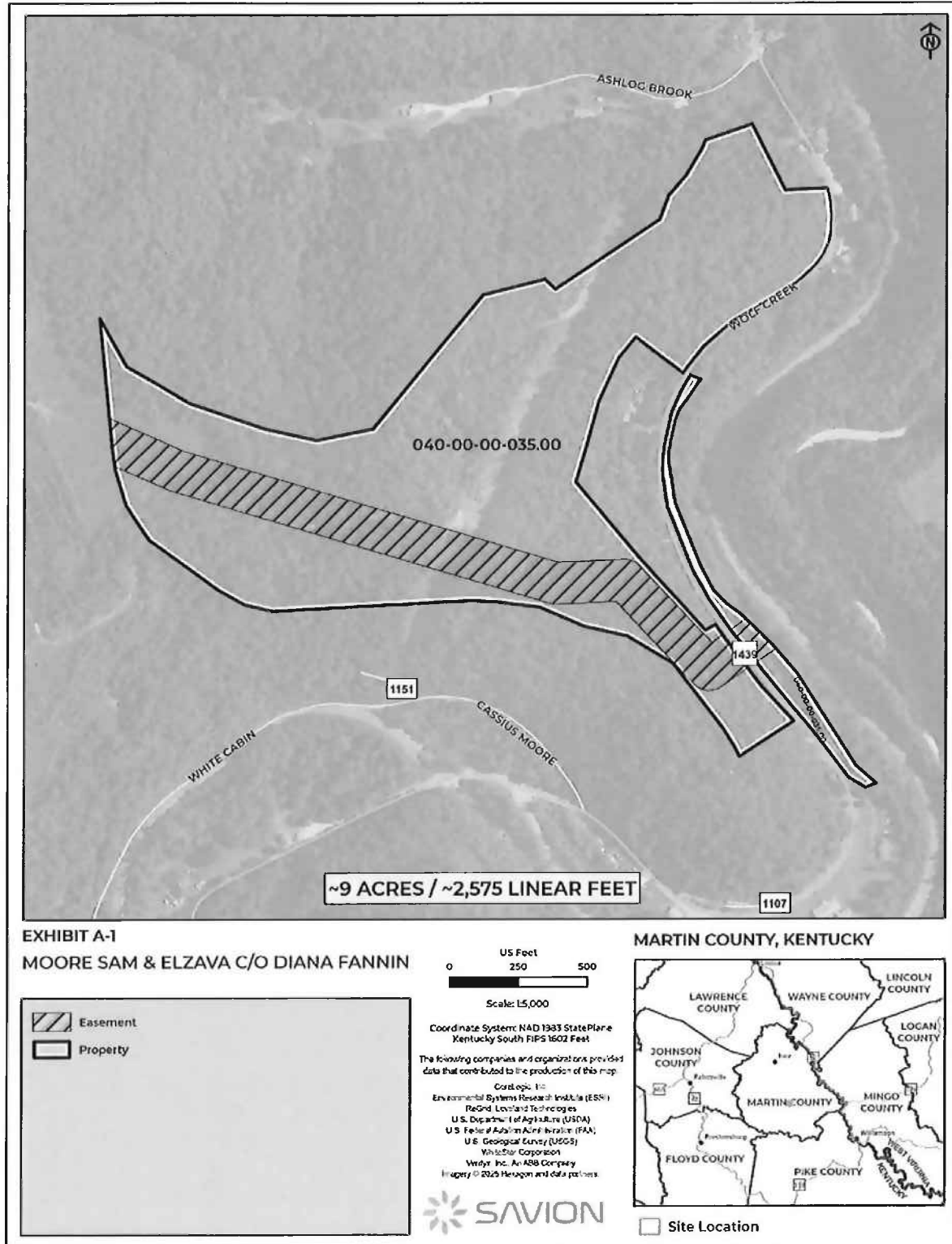
A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Glenn W. Preece and Judy Preece, his wife, dated January 6, 1976, recorded in Deed Book 77, Page 794, records of the Martin County Court Clerk.

A tract of land from Sam and Elzava Moore, his wife, to Enoch Preece and Darlene Preece, his wife, dated November 23, 1976, and recorded in Deed Book 80, Page 397, records of the Martin County Court Clerk.

A tract or parcel of land from Sam Moore and Elzava Moore, his wife, to Kenneth D. Crisco and Charlene Cisco, his wife, dated August 15, 1978 and recorded in Deed Book 84, Page 186, records of the Martin County Court Clerk.

EXHIBIT "A-1"

Map of Easement



Q#5120900

B-12

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Agreement (the "**Effective Date**"), by and between Lexington Coal Company, LLC, a Delaware limited liability company ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

RECITALS

A. Grantor owns the real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Property**"); and

B. Grantee desires to obtain an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility, commonly known as Lynn Bark Energy Center in Martin County, Commonwealth of Kentucky (the "**Project**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 - GRANT OF RIGHTS

1.1 **Grant of Easement.** Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1". The portion of the Property that is from time to time covered by the Easement is referred to herein as the "**Easement Area**".

1.2 **Purposes of Easement.** The Easement is for the following purposes and activities (collectively, "**Operations**"): (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment including, without limitation, any roads, bridges, culverts, erosion control facilities, and gates, as may be necessary to provide access to any of the foregoing (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

1.3 **Nature of Easement; Grantor Reservation of Rights; Limitations.**

(a) The Easement includes, without limitation, (a) the right of access, ingress and egress on, over and across the Easement Area, including access to and between any Facilities, and (b) the right to conduct any and all Operations on the Easement Area, in each case in connection with, for the benefit of and for purposes incidental to Grantee's operations and activities on the Easement Area and on lands in the vicinity of and outside the Easement Area.

(b) Grantor reserves and shall continue to enjoy the surface and subsurface of the Property (including, without limitation, the surface and subsurface of the Easement Area) for all purposes which do not interfere with Grantee's Operations or prevent the use by the Grantee of the Facilities. Notwithstanding the foregoing, Grantor agrees not to erect any obstruction on the Easement Area other than fences; provided however, as to erection of fences, Grantor agrees not to fence the length of the Easement Area and, if any cross-fencing of the Easement Area occurs, Grantor, at its expense, shall install gates to allow the Grantee continued access to the Easement Area. Grantor further agrees not to attach any fences to any of the Grantee's utility poles.

(c) Neither the Grantee, nor its agents, employees, contractors, and subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish or camp on the Easement Area, nor shall it, or any of its agents, employees, contractors or subcontractors, carry onto the Easement Area, firearms, dogs, fishing equipment or other articles ordinarily used for hunting or fishing. Furthermore, neither the Grantee, its agents, employees, contractors, or subcontractors shall be allowed to go upon the Easement Area for any purpose other than in pursuit of the purposes set forth in this Agreement. The Grantee agrees that it will expressly inform its employees, agents, contractors and subcontractors of these restrictions prior to their initial entry onto the Easement Area, and shall take such disciplinary actions as it deems appropriate for violations of these restrictions.

(d) In the event Grantee's Facilities or its use of the Easement Area will permanently or temporarily block Grantor's access to the Property or any portion thereof, Grantee, at Grantee's expense, shall provide reasonably suitable replacement access until such time as Grantor's access is restored.

1.4 **Payment of Consideration.** As part of or promptly following the execution of this Agreement, Grantor (including all persons or entities that comprise Grantor) shall deliver to Grantee a completed Internal Revenue Service Form W-9 (the "**W-9**"). Grantee shall have no obligation to make any payments of any amounts due to Grantor hereunder until Grantor returns to Grantee such completed W-9, and Grantee's failure or refusal to make any payment of any amount due to Grantor hereunder as a result of Grantor's failure to deliver the W-9 shall not constitute a default hereunder.

(a) **Initial Payment.** Within thirty (30) days after the Effective Date, Grantee shall deliver to Grantor a one-time, lump-sum payment in the amount of [REDACTED] (the "**Initial Payment**"). The Initial Payment shall and is hereby acknowledged by Grantor to be full consideration for the period between the Effective Date and the Commencement of Construction (defined in Section 1.5.1).

(b) Installation Fee. Prior to the Commencement of Construction, Grantee shall deliver to Grantor a [REDACTED] (the "*Installation Fee*").

(c) Reimbursement of Damages. After Grantee narrows the Easement Area as contemplated in Section 1.5 below, to the extent Grantee damages any part of the Property outside of the Easement Area, Grantee shall restore such damaged property or otherwise reimburse Grantor for the fair market value of such damage. If any of Grantor's growing crops are materially damaged or destroyed as a result of the Operations, then Grantee shall promptly pay to Grantor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Grantor in planting, irrigating and fertilizing such crops or the fair market value of such crops in their condition prior to such damage, destruction or removal. Grantee may request that Grantor not grow crops within a reasonable area around Facilities and thereafter no crop damage payments will be payable with respect to such areas.

1.5 Narrowing of Easement Area; Construction of Facilities.

1.5.1 The Grantee will submit to Grantor for review the plans and specifications of the Facilities and showing the specific 150-foot wide corridor, the actual number of linear feet in the Easement Area (each an "*Actual Linear Foot*", and collectively "*Actual Linear Feet*") and the number and location of any poles, support wires, or electric lines, gates, and any other improvement associated with the Facilities proposed to be constructed by the Grantee. Grantor shall have twenty (20) days thereafter to review the plans and specifications for the Facilities and make reasonable written requests for changes, alternative procedures, or accommodations that will help to preserve the integrity and aesthetics of the Easement Area. The plans and specifications, and any changes or modifications thereto, shall be submitted to Grantor for review no less than twenty (20) days before work on the Facilities begins accompanied by a notice setting forth the date upon which work will begin on the Facilities (the "*Commencement of Construction*"). After Grantee has delivered such notice setting forth the Commencement of Construction, Grantee shall have the unilateral right to file a notice or amendment to the memorandum of this Agreement in the official records of the County in which the Property is situated that sets forth the Commencement of Construction. Grantee shall also submit plans and specifications to Grantor for review no less than twenty (20) days before any proposed changes or modifications to the existing Facilities are implemented. Upon completion of construction of the Facilities, Grantee shall unilaterally record a partial release that (a) sets forth the legal description of said 150-foot wide corridor and (b) releases back to Grantor all of Grantee's right, title and interest in the portion of said Easement Area that is outside of, and not included in, said 150-foot wide corridor. Thereafter, said 150-foot wide corridor shall be deemed to be the Easement Area for purposes of this Agreement.

1.5.2 The Grantee shall not affix lights or lighting equipment of any kind to the poles, structures or wires unless required by Federal Aviation Administration regulations. Grantee shall clearly mark or delineate the boundaries of the Easement Area during the initial construction of the Facilities.

SECTION 2 - MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1 Indemnity.

2.1.1 Grantee shall indemnify and hold Grantor and its grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's Operations on the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, petroleum product, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special waste which is now or hereafter classified by any law or regulation as hazardous or toxic (each, a "**Hazardous Material**") and existing prior to the execution of this Agreement.

2.1.2 Grantor shall indemnify and hold Grantee and its affiliates, grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantor's use of the Property, including, without limitation, Grantor's use of fire and flammable substances to burn any area of the Property, or the existence of any Hazardous Material existing prior to the execution of this Agreement. If any of Grantee's Facilities or Operations are impaired, damaged or destroyed as a result of Grantor's operations, including but not limited to burning activities on the Property or the use or existence of any Hazardous Material on the Property, then Grantor shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.2 **Restoration.** Within twelve (12) months after Grantee has permanently ceased Operations on the Easement Area, Grantee shall (a) remove from the Easement Area any Facilities owned, installed or constructed by Grantee thereon, except for any roads and (b) leave the surface of the Easement Area free from debris; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) two (2) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period.

2.3 **Ownership of Improvements.** Grantor and Grantee acknowledge and agree that (a) the Facilities are and shall be severable and separable from each other, (b) Grantor shall have no ownership or other interest in any Facilities installed or placed on the Easement Area, and Grantee may remove any or all Facilities at any time and from time to time, (c) to the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Facilities or any portion thereof and (d) if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Facilities or any portion thereof.

2.4 **Default; Remedies.**

(a) Grantor shall provide written notice to Grantee and to any Lender (as defined in Section 2.5) whose notice address has been provided to Grantor, of any material breach by Grantee (the "**Breach Notice**"). Grantee shall have thirty (30) days to cure any such monetary breach and sixty (60) days to cure any such non-monetary breach after Grantee's receipt of the Breach Notice. Any Lender shall have an additional thirty (30) days to cure any such monetary breach (for a total of sixty (60) days) and an additional thirty (30) days (for a total of ninety (90) days) to cure any such non-monetary breach after Lender's receipt of the Breach Notice. So long as Grantee or any Lender has commenced and is diligently proceeding in good faith to cure such breach, Grantee or any Lender shall

have a reasonable period beyond such initial 30 or 60-day period to cure if such cure cannot reasonably be completed within such 30 or 60-day period, including the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right and ability to effect such cure. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing any default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (and its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder.

(b) Subject to Lender's rights in Section 3, upon an uncured event of default by a defaulting party under this Agreement, the non-defaulting party shall have and shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, all of which remedies shall be cumulative. Such remedies shall include (a) the right in the non-defaulting party to pay or perform any obligations of the defaulting party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the defaulting party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance and (b) if Grantor is the defaulting party, the right in Grantee (but not the obligation) to (i) offset any damages or losses (including any such out-of-pocket costs) it incurs by reason of Grantor's default against any amounts due to Grantor hereunder, and (ii) seek and obtain injunctive relief, specific performance or other equitable relief (Grantor hereby acknowledging and agreeing that (A) Grantee may not have an adequate remedy at law and (B) Grantee shall not be required to post any bond in connection therewith).

2.5 Right To Assign and Encumber. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any Lender as security for the repayment of any indebtedness or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" includes any financial institution or other person or entity that from time to time provides secured financing for one, some or all of the Project, the Facilities or Operations, collectively with any agents, security or collateral agents, owner trustees, indenture trustees, loan trustees, loan participants or participating or syndicated lenders involved in whole or in part in such financing, and their respective grantees, representatives, successors and assigns, including, but not limited to, tax equity and other similar investors. Such transfer, assignment, alienation, license, grant, hypothecation, mortgage or pledge shall have the effect of releasing Grantee from any of its obligations hereunder, to the extent the assignee(s) assumes the obligations of Grantee in writing, in which event Grantee shall have no continuing liability.

2.6 Prevention of Damage. Grantee shall take reasonable steps to prevent its Operations from: (i) causing or contributing to soil erosion or the injury of terraced or other soil-conserving structures on the Property; (ii) damaging, polluting, or depleting the waters of reservoirs, springs, streams, or wells upon the premises and including, without limitation, water storage and transportation facilities; (iii) damaging crops or pastures; or (iv) intentionally harming, frightening, or injuring in any way the animals or livestock on the Property. Grantee shall promptly restore all fences which may be damaged in its Operations to as good as or better condition as same were in before such operations were undertaken. Whenever any fence upon the Easement

Area is required to be opened, such opening shall not be left unattended unless a good and sufficient gate or cattle guard capable of turning livestock shall be installed at such opening. Upon completion of any construction or repairs, Grantee shall clean up the area and restore the surface to as near original condition as possible.

2.7 Clearing of Trees and Shrubs. Prior to any clearing of trees, shrubs, or other vegetation within the Easement Area after the initial construction as provided for in Section 1.5 above, Grantee shall notify Grantor of any such clearing. Notwithstanding this provision, Grantee shall have the right to maintain without notice or Grantor's consent the original clear cut path within the Easement Area or any trees outside of the Easement Area that Grantee reasonably believes pose a significant risk to any Facilities. Additionally, no notice shall be required in emergency situations and nothing contained in this provision shall operate to delay emergency repairs and similar operations by the Grantee.

2.8 Compliance With Laws. Grantee agrees to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws and regulations (including, without limitation, environmental laws and regulations), rules and safety standards in connection with Grantee's activities hereunder, including, without limitation, in connection with the construction, use, operation, maintenance, repair and service of Grantee's equipment and appurtenances hereunder.

2.9 Insurance.

2.9.1 Grantee shall, at its expense, maintain (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Easement Area, with limits in the amount of [REDACTED] and (b) an umbrella or excess liability policy in the amount of [REDACTED]; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by the Grantor, (A) Grantor shall be provided with additional insured status in such policy and (B) the Grantee shall promptly deliver a certificate of such insurance to Grantor.

2.9.2 Grantor shall, at its expense, maintain a Premises Pollution Liability (PPL) Policy, covering property damage and liability for personal injury or death on or about the Easement Area, relating to the existence of any Hazardous Material existing prior to the execution of this Agreement, with limits in the amount of [REDACTED]. Upon request by the Grantee, (A) Grantee shall be provided with additional insured status in such policy and (B) the Grantor shall promptly deliver a certificate of such insurance to Grantee.

2.10 Property Taxes. Grantee shall pay, when due, all real and personal property taxes and assessments levied against its Facilities. In the event that the real property taxes or assessments levied against the Easement Area increase because of the installation or operation of Grantee's Facilities, then Grantee shall, within thirty (30) days after receipt from Grantor of the necessary calculations, reimburse Grantor for the amount of such increase. In the event Grantor fails to pay all real and personal property taxes that are not otherwise the responsibility of Grantee, Grantee shall have the right, but not the obligation, to pay Grantor's real and personal property taxes and offset such payments against any amounts due to Grantor hereunder.

SECTION 3 - RIGHTS OF LENDERS

3.1 **Notice of Lenders.** Grantee shall provide written notice to Grantor of any Lender(s) (including such Lender's address) to whom notice may be required to be given by Grantor hereunder.

3.2 **Lender's Right to Possession, Right to Acquire and Right to Assign.** A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easement; (d) take possession of and operate the Easement Area and the Facilities or any portion thereof; (e) perform any obligations to be performed by Grantee hereunder; (f) assign or transfer the Easement to a third party; (g) exercise any rights of Grantee hereunder, and (h) cause a receiver to be appointed to do any of the foregoing or any other things that a Lender is entitled to do under this Section 3.2. Grantor's consent shall not be required for any of the foregoing; and, upon acquisition of the Easement by a Lender or any other third party who acquires the same from or on behalf of a Lender, Grantor shall recognize the Lender or such other party (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect.

3.3 **Amendment; Termination.** Grantor agrees for the benefit of each Lender that it will not, without the prior written consent of such Lender: (a) agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, or (b) accept a surrender of the Easement or any part thereof (other than to narrow the Easement Area as described in Section 1.5) or a termination of this Agreement.

3.4 **Foreclosure.** Foreclosure of a Lender's Lien or any sale thereunder, whether by judicial proceedings or otherwise, or any conveyance or transfer of all or any portion of Grantee's right, title or interest in the Easement or under this Agreement to a Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or by a Lender following foreclosure and sale, shall not require the consent of Grantor or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, Grantor shall recognize such Lender, or any other foreclosure sale purchaser, as the rightful holder of such portion of the right, title or interest in the Easement or under this Agreement.

3.5 **Rejection.** In the event that this Agreement or any portion hereof is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Lender shall so request, Grantor shall execute and deliver to such Lender a new agreement. Such new agreement shall contain the same covenants, agreements, terms and provisions as contained in this Agreement (except for any requirements which shall have been fulfilled by Grantee prior to such rejection or other termination), and shall be for the then-remaining term of the original Agreement.

3.6 **Certifications.** Grantor shall, upon not less than ten (10) days prior written notice from time to time given by Grantee or by any existing or proposed Lender (the "**Requesting Party**"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement and this Agreement are unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Easement and this Agreement, as so modified, are in full force and effect), (b) certifying that there are not, to Grantor's knowledge, any uncured defaults hereunder, or describing with particularity each such

uncured default if any are claimed, and (c) containing any other certifications as may be reasonably requested. Any such statements may be conclusively relied upon by Grantee and by any existing or proposed Lender. The failure of Grantor to deliver any such statement within such time shall be conclusive upon Grantor that (i) the Easement and this Agreement are in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, Grantor shall, within ten (10) days after written notice from Grantee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Grantor (A) recognizes a particular entity as a Lender under this Agreement and (B) will accord to such entity all the rights and privileges of a Lender hereunder.

3.7 **Liability.** A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (a) perform Grantee's obligations under this Agreement, (b) continue Operations on the Easement Area, or (c) acquire any portion of Grantee's right, title, or interest in the Easement Area or in this Agreement, then such Lender shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Easement Area and the Facilities. Moreover, any Lender or other party who acquires the Easement pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easement.

SECTION 4 - GENERAL PROVISIONS

4.1 **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall (a) be in writing, (b) be deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested or (iii) two (2) days after delivery to a reputable courier for overnight delivery (provided receipt is obtained and charges prepaid by the delivering party) and (c) be addressed to the address of the recipient party set forth in the preamble hereof, except that each party hereto may change its address for receipt of notices by sending notice of such change to the other party in the manner specified in this Section.

4.2 **No Abandonment or Overburdening.**

(a) No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except upon recordation by Grantee of a release or quitclaim deed specifically releasing or conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 4.2(b) below. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

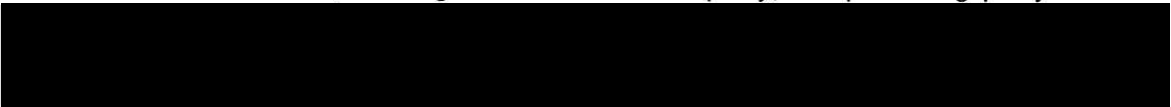
(b) Grantee may, at any time and from time to time during the term hereof, release all or any portion of the Easement Area or quitclaim to Grantor the right, title and interest granted to Grantee hereunder by executing and causing to be acknowledged and recorded in the official records of the county in which the Property is located, a release or quitclaim deed describing with particularity the portion of the Easement Area or such right, title or interest so released or quitclaimed. No partial release of Grantee's interest hereunder shall in any way reduce or alter its obligations to Grantor hereunder with respect to the portion of the Easement Area as to which such quitclaim does not apply.

4.3 **Cooperation.** Grantor shall fully cooperate with Grantee in the conduct of its Operations and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's efforts to obtain from any governmental authority or any other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations; and Grantor shall, without demanding additional consideration therefor, promptly execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee or any governmental authority in connection therewith. Without limiting the generality of the foregoing, Grantor shall promptly execute, cause to be acknowledged and deliver to Grantee any amendment to this Agreement that Grantee may request for the purpose of (a) correcting an error in this Agreement, (b) amending the legal description(s) attached hereto (including by replacing said legal description(s) with revised description(s) prepared or provided by Grantee's surveyor or title company) or (c) providing that the Easement is appurtenant to specifically-described lands or fee or leasehold estates upon which Grantee has constructed or intends to construct the Project. Grantor shall fully cooperate with and assist Grantee in obtaining a subordination and non-disturbance agreement from any lender or tenant holding a prior lien or leasehold interest on the Easement Area to subordinate such lien or leasehold interest to this Agreement.

4.4 **Miscellaneous.**

(a) **No Third Party Beneficiary.** Except with respect to the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties hereto, and shall not be construed as benefiting any person or entity that is not a party to this Agreement.

(b) **Attorneys' Fees.** In the event of any litigation for the interpretation or enforcement hereof, or for damages for the breach hereof, or which in any other manner relates to the Easement, this Agreement or the Property, the prevailing party shall be



(c) **Construction.** This Agreement shall be construed equally as between and against the parties hereto, and shall not be construed against the party responsible for its drafting.

(d) **Anti-corruption.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the

providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer; (vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a party (and not its Affiliates or a third party) shall make payments to the other party, except with that other party's prior written consent. Subject to the preservation of legal privilege, during the term of this Agreement and for seven (7) years thereafter and on reasonable notice, each party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement

(e) **Data Privacy.** Any information related to a directly or indirectly identifiable individual ("**Personal Data**") transferred between the parties shall be solely for the specific purposes specified in this Agreement and shall comply with applicable data protection law and the Privacy Notice – Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html>. By signing this Agreement, each party certifies that it understands and shall not process, sell, retain, use or disclose the Personal Data for any purpose other than that which is specified in this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(g) **Appurtenance.** The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of this Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, this Agreement shall continue to be in full force and effect perpetually.

(h) **Run With Land.** The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

(i) **No Oral Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

(j) **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this Section 4.4.

(k) **Entire Agreement.** This Agreement, including any Exhibits attached hereto, contains the entire agreement between the parties hereto in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby.

(l) **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

(m) **Termination; Quitclaim Deed.** Grantee shall have the right to terminate this Agreement at any time, effective immediately upon delivering written notice to Grantor. Upon any such termination by Grantee, the Parties' respective rights and obligations hereunder shall cease, except for Grantee's restoration obligations under Section 2.2. Promptly following the expiration or termination of this Agreement, Grantee shall execute and deliver to Grantor a release or quitclaim deed of all of its right, title and interest in the Easement Area.

(n) **Memorandum.** Concurrently with execution hereof, the parties hereto shall execute and deliver a Memorandum of Easement Agreement in the form attached hereto as Exhibit "B", which Memorandum shall promptly be recorded in the official records of the county in which the Property is situated. Grantee shall also have the right, at its sole election, to record this Agreement in its entirety, provided, however, the financial terms of this Agreement may be redacted from such recorded copy.

(o) **Special Kentucky Provisions.** Grantor and Grantee acknowledge their desire for the provisions of this Agreement to comply with all applicable Kentucky and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kentucky and federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each party, to cause such compliance to occur; and Grantor and Grantee agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grantee) as may be necessary for that purpose. To the extent

there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Kentucky or federal law relating to solar leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws. In the event that Grantor receives a notice of intent to drill, of intent to conduct seismic operations, or of any other intent or desire to use any portion of the surface of the Easement Area for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Easement Area, Grantor shall promptly provide a copy of such notice to Grantee. Grantor shall notify Grantee of, and allow Grantee to participate in, any negotiations with, or proceedings involving, parties desiring to conduct such activities.

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

(q) The undersigned signatories for the Grantor certify that they are vested with the authority to bind Grantor to the Easement, and that no other parties are required to do the same. Grantor, upon request from the Grantee or Grantee's title company, shall provide satisfactory evidence of authority, including but not limited to a limited liability agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement.

Grantor:

LEXINGTON COAL COMPANY, LLC,
a Delaware limited liability company

Name:

Address: 1025 N. Main Street
Milton, West Virginia 25541

Date:

4.29.26

STATE OF West Virginia) ss.
COUNTY OF Cabell)

BE IT REMEMBERED, that on this 29 day of April, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Jeremy A. Hoops, to me known to be the person(s) who executed the
foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free
act and deed.

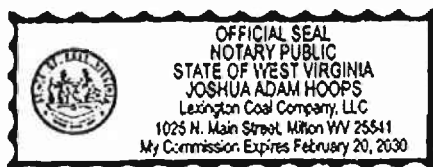
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

My Commission Expires:

February, 20, 2030
[SEAL]

Joshua A Hoops
Notary Public in and for said County and State

Print Name: Joshua A. Hoops



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By:

Aaron Lipscomb, Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: May 27th 2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 27th day of May, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an
Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that
said instrument was signed and delivered on behalf of said limited liability company, and
acknowledged that said instrument was the free act and deed of said limited liability company.

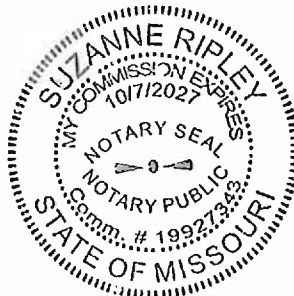
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Suzanne Ripley
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

10/07/2027



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: [Signature]

Name: Travis Narum

Title: Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: May 27th 2020

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 27th day of May, 2020, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Travis Narum, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature: Suzanne Ripley]
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

10/07/2027

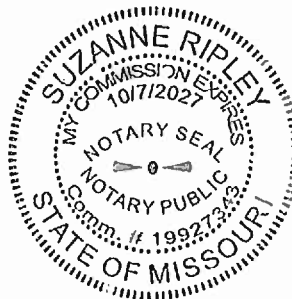


EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN MARTIN COUNTY, COMMONWEALTH OF KENTUCKY:

Parcel 030-00-00-046.00 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

Purportedly to be Legally Described of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 110-246 as follows:

Bgn. at a chestnut oak on a knob on the ridge btwn. C. W. Preece branch and the creek, cnr. to Lot No. 6; S21-1/2° W 30p to cnr. of Lot 3; S86-1/2° E 140p along Lot 3 to hickory and sp. Oak on top of point below walnut Fork; N43° E 39p to hickory; N59° E 14p to pine and 2 hickories; N45° E 34p to pine; N60° E 10p to POB;

Parcel 030-00-00-047.00 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

Purportedly to be Legally described of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 111-421 as follows:

Bgn. at a stake on E bank of the creek about 20 poles below the mouth of Walnut Fork and cnr. to Lot #8; N82° W 130p with line of lots 8 & 9 to 2 sourwoods on knob btwn Coldwater and Lynnbark; N26-1/2° W 4p 13 links, N52° E 48p with Line of Lot 2 to cnr of Lot 4; S86-1/2 E 140p with line of Lot 4; S51° W 30p; S41° W 36p to POB;

Parcel 030-00-00-055 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

Purportedly to be Legally described of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 100-456 as follows:

20 acres; Situate on Coldwater Fk. Of Rockcastle Creek on right hand side of creek as you go and opposite and above the mouth of Walnut Fk.: Bgn. at a willow on creek bank; up the point with a marked line to a pine near the top of the point; thence a straight line to a lynn tree a marked corner on the opposite side of the creek; thence with the first parties deed boundary to the mouth of Walnut Fk.; thence down the creek to the beginning.

EXHIBIT "A-1"

Map of Easement

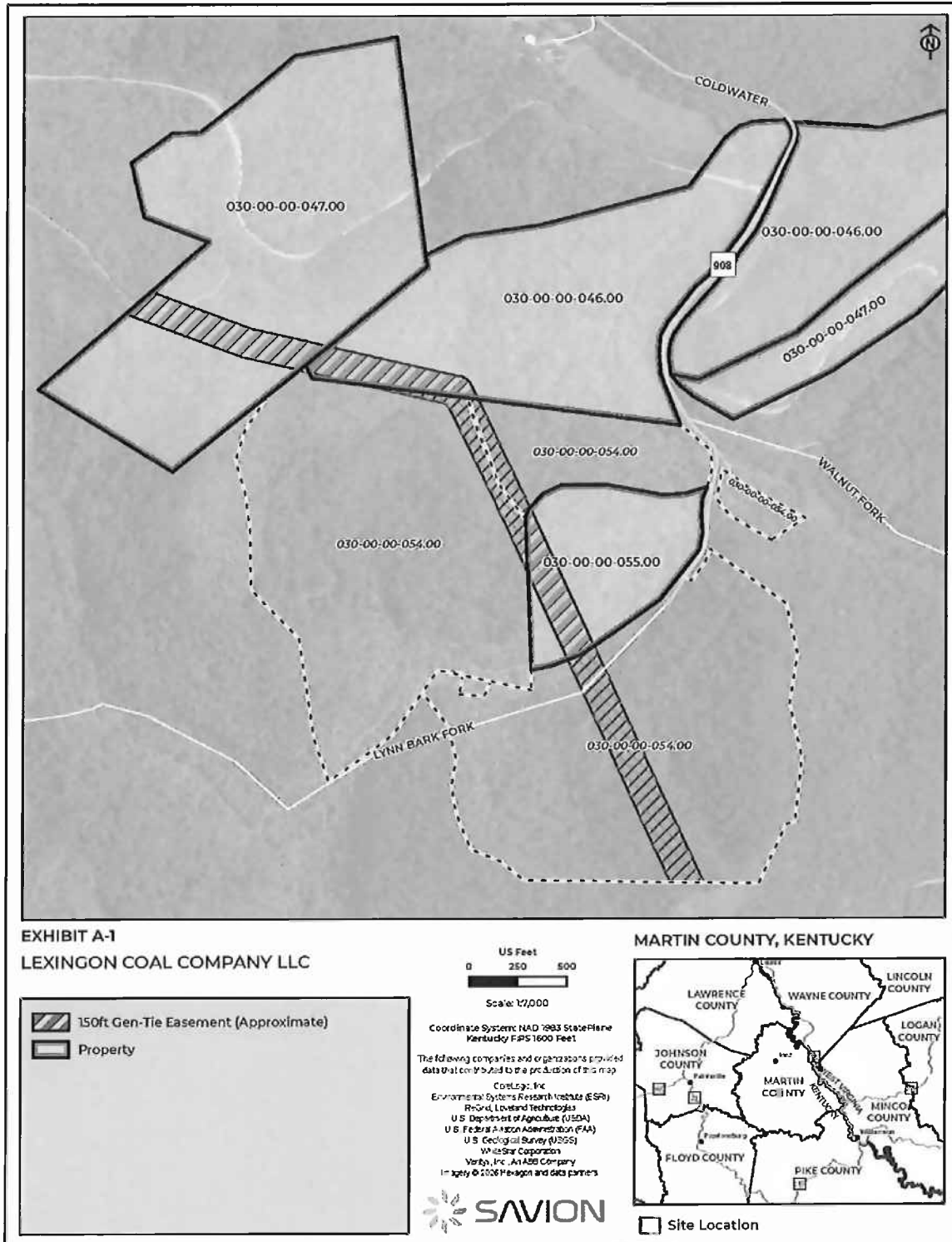


EXHIBIT "B"

Form of Memorandum of Easement Agreement

**THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY
AND UPON RECORDING RETURN TO:**

Lynn Bark Energy Center, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

Aaron Lipscomb

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "**Memorandum**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between Lexington Coal Company, LLC, a Delaware limited liability company ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

A. Grantor owns the real property described on Exhibit "A" attached hereto (the "**Property**").

B. Grantee and Grantor have entered into that certain unrecorded Easement Agreement of even date herewith (the "**Agreement**") pursuant to which Grantor has granted to Grantee an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility constituting Grantee's solar energy generation project in Martin County, Commonwealth of Kentucky (the "**Project**").

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, in consideration of the payment to Grantor of certain sums of money, the receipt of which is hereby acknowledged, the foregoing recitals and the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1". The portion of the Property that is from time to time covered by the Easement is referred to herein as the "**Easement Area**".

2. The Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, in connection with the Project, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, in connection with the Project and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment that are connected with the Project (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archaeological assessments transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

3. Among other things, the Agreement provides that upon completion of construction of the Facilities, Grantee shall unilaterally record a quitclaim deed that (i) sets forth the legal description of said 150-foot wide corridor and (ii) quitclaims back to Grantor all of Grantee's right, title and interest in the portion of the Easement Area that is outside of, and not included in, said 150-foot wide corridor.

4. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or the Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness or the performance of any obligation.

5. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

6. The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

7. The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project

are subject to change throughout the term of the Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, the Agreement shall continue perpetually.

8. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Memorandum.

Grantor:

LEXINGTON COAL COMPANY, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me known to be the person(s) who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

Notary Public in and for said County and State

Print Name: _____

[SEAL]

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN MARTIN COUNTY, COMMONWEALTH OF KENTUCKY:

Parcel 030-00-00-046.00 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

Purportedly to be Legally Described of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 110-246 as follows:

Bgn. at a chestnut oak on a knob on the ridge btwn. C. W. Preece branch and the creek, cnr. to Lot No. 6; S21-1/2° W 30p to cnr. of Lot 3; S86-1/2° E 140p along Lot 3 to hickory and sp. Oak on top of point below walnut Fork; N43° E 39p to hickory; N59° E 14p to pine and 2 hickories; N45° E 34p to pine; N60° E 10p to POB;

Parcel 030-00-00-047.00 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

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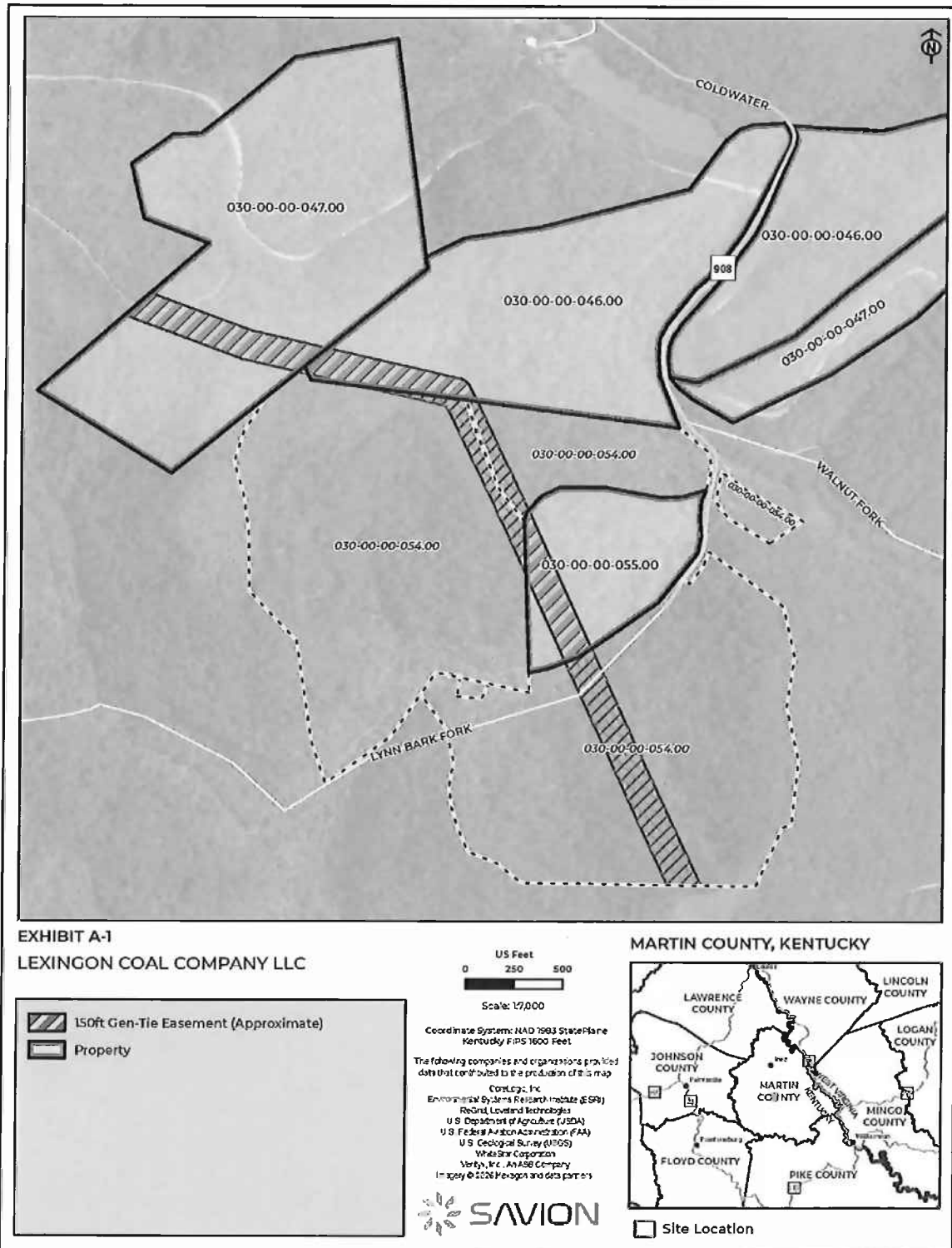
Parcel 030-00-00-055 – Conveyed to Lexington Coal Company, LLC, a Delaware limited liability company of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 195, page 554.

Purportedly to be Legally described of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 100-456 as follows:

20 acres; Situate on Coldwater Fk. Of Rockcastle Creek on right hand side of creek as you go and opposite and above the mouth of Walnut Fk.: Bgn. at a willow on creek bank; up the point with a marked line to a pine near the top of the point; thence a straight line to a lynn tree a marked corner on the opposite side of the creek; thence with the first parties deed boundary to the mouth of Walnut Fk.; thence down the creek to the beginning.

EXHIBIT "A-1"

Map of Easement



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made, dated, and effective as of April 9th, 2026 (the "**Effective Date**"), by and between Martin County Solar Project, LLC, a Delaware limited liability company ("**Martin**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, Threeforks Land Holdings, LLC, a Delaware limited liability company ("**Threeforks Holdings**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106 (Martin and Threeforks Holdings are collectively, "**Grantor**"), and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

RECITALS

A. Threeforks Holdings owns real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Martin Property**").

B. Martin and Threeforks Holdings are parties to that certain Amended and Restated Solar Energy Lease dated effective as of September 23, 2019 and Amended and Restated Memorandum of Solar Energy Lease recorded April 15, 2024 in Book L85, Page 105, in the official public records of Martin County, Kentucky (collectively, the "**Martin Solar Energy Lease**").

C. Pursuant to the Martin Solar Energy Lease, Martin has rights to develop, construct, operate and maintain a solar energy project (the "**Martin Project**") on the Martin Property.

D. Grantee is developing a solar energy project (the "**Lynn Bark Project**") in Martin County, Kentucky and desires to obtain an easement over the Martin Property in connection with and benefiting the Lynn Bark Project upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 - GRANT OF RIGHTS

1.1 Grant of Easement and Subeasement; Consent to Easement.

1.1.1 Threeforks Holdings hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the following easements (collectively, the "**Easement**"): (i) a perpetual, non-exclusive easement in, upon, over, across, along, above and under the Martin Property in the area generally depicted on the Map of Easement attached hereto as Exhibit "A-1" (the "**General Corridor Easement**"), which shall be narrowed to one or more corridors of one hundred fifty feet (150') or less (the "**Reduced Corridor Easement**") for Facilities (defined below) located anywhere within said area as and when provided in Section 1.6 below and (ii) a perpetual, non-exclusive easement upon, over, across and above that portion of the Martin Property generally depicted as the "**Access Road**" on the Map of Easement attached hereto as Exhibit "A-1" (the "**Access Road Easement**"). The portion of the Martin Property that is from time to time covered by the General Corridor Easement, and later said Reduced Corridor Easement, are referred to herein collectively as the "**Easement Area**".

1.1.2 Martin hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns a subeasement for the foregoing purposes in, upon, over, across, along, above and under the Easement Area and the Access Road. Any reference to "Easement" herein shall include the subeasement granted hereunder. In addition, Martin hereby consents to and approves, subject to the terms and conditions of this Agreement, (i) the Easement granted to Grantee by Threeforks Holdings pursuant to this Agreement, (ii) Grantee's shared use of the Easement Area and the Access Road, and (iii) the encroachment or physical crossing of the Facilities over, on, or under Martin Project facilities, as approved by Martin pursuant to Section 1.5.1 herein.

1.2 **Purposes of Easement.** Each of the General Corridor Easement and the Reduced Corridor Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires; and (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, (all of the foregoing, collectively, "***Facilities***"); and (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, and communications and interconnection studies. All Facilities shall be for the purposes of and in furtherance of the Lynn Bark Project. Notwithstanding the foregoing, Grantee shall notify Grantor in writing at least two (2) business days prior to performing any invasive environmental testing on the Martin Property.

1.3 **Nature of Easement; Grantor Reservation of Rights; Limitations**

1.3.1 Intentionally deleted.

1.3.2 Threeforks Holdings and Martin each reserve and shall continue to enjoy the surface and subsurface of the Martin Property (including, without limitation, the surface and subsurface of the Easement Area) for all purposes which do not prevent the use by the Grantee of the Facilities or the Access Road in accordance with the terms of this Agreement. Notwithstanding the foregoing, Threeforks Holdings and Martin agree not to interfere in any material respect with any Facilities constructed on the Easement Area (as narrowed pursuant to Section 1.5.1) by Grantee. Grantee shall perform all work on the Easement Area in a safe and workmanlike manner. Grantee shall construct and install the Facilities in a manner as to reasonably minimize interference with the operation of the Martin Project and the Martin Project facilities and any other existing solar project or battery storage project facilities.

1.3.3 Neither the Grantee, nor its agents, employees, contractors, and subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish or camp on the Easement Area, nor shall it, or any of its agents, employees, contractors or subcontractors, carry onto the Easement Area, firearms, dogs, fishing equipment or other articles ordinarily used for hunting or fishing. Furthermore, neither the Grantee, its agents, employees, contractors, or subcontractors shall be allowed to go upon the Easement Area for any purpose other than in pursuit of the purposes set forth in this Agreement. The Grantee agrees that it will expressly inform its employees, agents, contractors and subcontractors of these restrictions prior to their initial entry onto the Easement Area, and shall take such disciplinary actions as it deems appropriate for violations of these restrictions.

1.4 Reimbursement of Damages; Access Road Costs.

1.4.1 After Grantee narrows the Easement Area as contemplated in Section 1.5.1 below, to the extent Grantee (or any of its agents, employees, contractors, invitees and licensees) damages any part of the Martin Property outside of the Easement Area, including, without limitation, any improvements, fixtures, solar panels or other Martin Project facilities thereon, Grantee shall restore such damaged property or otherwise reimburse Threeforks Holdings and/or Martin, as applicable, for the fair market value of such damages, including, without limitation, the costs incurred by Martin to repair, restore, or replace such damaged property and, subject to Section 2.1.6 herein, any losses incurred by Martin for any reduction in generation or capacity.

1.4.2 After initial construction of the Facilities, Grantee shall restore the Access Road to a condition reasonably similar to its condition before Commencement of Construction. Thereafter, Martin shall be solely responsible for maintaining the Access Road; provided, however, Grantee agrees to reimburse Martin for up to one-half (1/2) of the costs of maintaining the Access Road. Martin shall send a request for reimbursement no more than one (1) time in any calendar year and shall include an itemized invoice of actual, out-of-pocket costs incurred in such maintenance. Upon receipt of any request for reimbursement, Grantee shall pay up to one-half (1/2) of the invoice amount delivered by Martin within thirty (30) days after Grantee's receipt of such invoice.

1.5 Narrowing of Easement Area; Construction of Facilities.

1.5.1 The Grantee will submit to Martin for review the plans and specifications of the Facilities and showing the specific Reduced Corridor Easement (which shall constitute the narrowing of the Easement Area as contemplated in Section 1.1 above) and the number and location of any poles, support wires, or electric lines, gates, and any other improvement associated with the Facilities proposed to be constructed by the Grantee. Martin shall have thirty (30) days thereafter to review the plans and specifications for the Facilities and make reasonable written requests for changes, alternative procedures, or accommodations. The plans and specifications, and any changes or modifications thereto, shall be submitted to Martin for review and final approval no less than thirty (30) days before work on the Facilities begins accompanied by a notice setting forth the date upon which work will begin on the Facilities (the "**Commencement of Construction**"). After Grantee has delivered such notice setting forth the Commencement of Construction, Grantee shall have the unilateral right to file a notice or amendment to the memorandum of this Agreement in the official records of the County in which the Martin Property is situated that sets forth the Commencement of Construction. Grantee shall also submit plans and specifications to Martin for review and approval no less than twenty (20) days before any proposed changes or modifications to the existing Facilities are implemented. Upon completion of construction of the Facilities, Grantor and Grantee shall execute, and Grantee shall record at its sole cost and expense, an amendment to the memorandum of this Agreement that (a) sets forth the legal description of the Reduced Corridor Easement and (b) releases back to Grantor all of Grantee's right, title and interest in the portion of said Easement Area that is outside of, and not included in, said Reduced Corridor Easement. Thereafter, said Reduced Corridor Easement shall be deemed to be the Easement Area for purposes of this Agreement.

1.5.2 The Grantee shall not affix lights or lighting equipment of any kind to the poles, structures or wires unless required by Federal Aviation Administration regulations. Grantee shall clearly mark or delineate the boundaries of the Easement Area during the initial construction of the Facilities.

1.5.3 The Commencement of Construction of the Lynn Bark Project shall occur no later than the date that is five (5) years after the Effective Date. If commencement of construction does not occur on or before said date, the Easement granted herein shall automatically terminate. For purposes of this Section 1.5.3, the term "Commencement of Construction" shall mean any grading, paving, movement of soil, vegetative clearing, or any other work of any kind to be performed in connection with the Lynn Bark Project.

SECTION 2 - MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1 Indemnity; Waiver of Consequential Damages.

2.1.1 Grantee shall indemnify and hold Threeforks Holdings and its grantees, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's (and its agents', employees', contractors', invitees' and licensees') use of, and operations on, the Easement Area and the Access Road, except to the extent caused by the negligence or willful misconduct of Threeforks Holdings or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, petroleum product, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special waste which is now or hereafter classified by any law or regulation as hazardous or toxic (each, a "**Hazardous Material**") and existing prior to the execution of this Agreement.

2.1.2 Grantee shall indemnify and hold Martin and its grantees, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's (and its agents', employees', contractors', invitees' and licensees') use of, and operations on, the Easement Area and the Access Road, except to the extent caused by the negligence or willful misconduct of Martin or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any Hazardous Material existing prior to the execution of this Agreement. If any of the Martin Project facilities or operations are impaired, damaged or destroyed as a result of Grantee's use of the Access Road, the Easement Area or its operations, including but not limited to the use or existence of any Hazardous Material on the Martin Property caused by Grantee, then Grantee shall promptly pay to Martin an amount equal to the losses incurred by Martin for the fair market value of such damages, including, with limitation, the costs incurred by Martin to repair, restore or replace such items and, subject to Section 2.1.6 herein, any losses incurred by Martin for any reduction in generation or capacity.

2.1.3 Threeforks Holdings shall indemnify and hold Grantee and its affiliates, grantees, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from use of the Martin Property by Threeforks Holdings, including, without limitation, the existence of any Hazardous Material existing prior to the execution of this Agreement, except to the extent caused by the negligence or willful misconduct of Grantee or its agents, employees, contractors, invitees or licensees. If any of Grantee's Facilities are impaired, damaged or destroyed as a result of the operations of Threeforks Holdings, including but not limited to the use or existence of any Hazardous Material on the Martin Property caused by Threeforks Holdings, then Threeforks Holdings shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.1.4 Martin shall indemnify and hold Grantee and its affiliates, grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities

to the extent resulting from use of the Easement Area by Martin, including, without limitation, the existence of any Hazardous Material existing prior to the execution of this Agreement except to the extent caused by the negligence or willful misconduct of Grantee or its agents, employees, contractors, invitees or licensees. If any of Grantee's Facilities are impaired, damaged or destroyed as a result of the operations of Martin, including but not limited to the use or existence of any Hazardous Material on the Easement Area caused by Martin, then Martin shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.1.5 Except as expressly set forth herein, in no event, whether based in contract, indemnity, warranty, tort, negligence, strict liability or otherwise, shall any party, or its affiliates or its and their respective directors, managers, officers, shareholders, partners, members, employees, contractors, agents and representatives, be liable to the other party for any special, incidental, indirect or consequential damages that arise out of, relate to, or are otherwise attributable to this Agreement or the performance or non-performance of duties hereunder.

2.1.6 Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that any payment obligations to Martin under this Agreement shall be without duplication of any payment obligations contained in that certain Build Out Agreement (the "**BOA**") by and among ACI Tango Member, LLC, Savion Equity, LLC, and a Subsequent Party (as defined in the BOA), including, without limitation, Grantee. In the event of overlapping liabilities, the provisions of the BOA shall govern, and any payment made under the BOA shall constitute full consideration of any payment obligation under this Agreement, to the extent of such overlapping liability.

2.2 **Restoration.** Within twelve (12) months after Grantee has permanently ceased operations on the Easement Area, Grantee shall (a) remove from the Easement Area any Facilities owned, installed or constructed by Grantee thereon, except for any roads and (b) leave the surface of the Easement Area free from debris; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) two (2) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period.

2.3 **Ownership of Improvements.** Grantor and Grantee acknowledge and agree that (a) the Facilities are and shall be severable and separable from each other, (b) Grantor shall have no ownership or other interest in any Facilities installed or placed on the Easement Area, and Grantee may remove any or all Facilities at any time and from time to time, (c) to the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Facilities or any portion thereof and (d) if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Facilities or any portion thereof.

2.4 **Default; Remedies.**

2.4.1 A non-defaulting party (each, a "**Non-Defaulting Party**") shall provide written notice to the defaulting party (each, a "**Defaulting Party**") and to any Lender (as defined in Section 2.5) whose notice address has been provided to the Non-Defaulting Party, of any material breach by Defaulting Party (the "**Default Notice**"). The Defaulting Party shall have thirty

(30) days to cure any such monetary breach and sixty (60) days to cure any such non-monetary breach after the Defaulting Party's receipt of the Default Notice. Any Lender shall have an additional thirty (30) days to cure any such monetary breach (for a total of sixty (60) days) and an additional thirty (30) days (for a total of ninety (90) days) to cure any such non-monetary breach after Lender's receipt of the Default Notice. So long as the Defaulting Party or any Lender has commenced and is diligently proceeding in good faith to cure such breach, the Defaulting Party or any Lender shall have a reasonable period beyond such initial 30 or 60-day period to cure if such cure cannot reasonably be completed within such 30 or 60-day period, including the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right and ability to effect such cure. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing any default. Each Non-Defaulting Party expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (and its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder.

2.4.2 Subject to Lender's rights in Section 3, upon an uncured event of default by a Defaulting Party under this Agreement, the Non-Defaulting party shall have and shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, all of which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance.

2.5 **Right To Assign and Encumber.** Grantee may, at any time and from time to time, without obtaining the consent of Grantor, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) (each, a "**Transfer**") to any Affiliate (defined below) of Grantee; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any Lender as security for the repayment of any indebtedness or the performance of any obligation (a "**Lender's Lien**"). Any Transfer to a non-Affiliate shall require the prior written consent of Grantor which shall not be unreasonably withheld, conditioned, or delayed; provided, however, the Parties acknowledge and agree that it shall not be unreasonable for Grantor to withhold consent to any proposed Transfer to a party for purposes not related to the Lynn Bark Project and the operations of Grantee. Any such Transfer, hypothecation, mortgage or pledge shall have the effect of releasing Grantee from any of its obligations hereunder, to the extent the assignee(s) assumes the obligations of Grantee in writing, in which event Grantee shall have no continuing liability.

2.5.1 "**Lender**" includes any financial institution or other person or entity that from time to time provides secured financing for one, some or all of the Lynn Bark Project, the Facilities or Grantee's operations, collectively with any agents, security or collateral agents, owner trustees, indenture trustees, loan trustees, loan participants or participating or syndicated lenders involved in whole or in part in such financing, and their respective grantees, representatives, successors and assigns, including, but not limited to, tax equity and other similar investors.

2.5.2 "**Affiliate**" shall mean any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, "control" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through

ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly fifty-one percent (51%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

2.6 **Prevention of Damage.** Grantee shall take reasonable steps to prevent its operations from: (i) causing or contributing to soil erosion or the injury of terraced or other soil-conserving structures on the Martin Property; or (ii) damaging, polluting, or depleting the waters of reservoirs, springs, streams, or wells upon the premises and including, without limitation, water storage and transportation facilities. Grantee shall promptly restore all fences which may be damaged in its operations to as good as or better condition as same were in before such operations were undertaken. Upon completion of any construction or repairs, Grantee shall clean up the area and restore the surface to as near original condition as possible.

2.7 **Clearing of Trees and Shrubs.** Prior to any clearing of trees, shrubs, or other vegetation within the Easement Area after the initial construction as provided for in Section 1.5 above, Grantee shall notify Grantor of any such clearing. Notwithstanding this provision, Grantee shall have the right to maintain, after written notice and consent of Martin, the original clear cut path within the Easement Area or any trees outside of the Easement Area that Grantee reasonably believes pose a significant risk to any Facilities; provided however, no consent shall be required in emergency situations and nothing contained in this provision shall operate to delay emergency repairs and similar operations by the Grantee.

2.8 **Compliance With Laws.** Grantee agrees to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws and regulations (including, without limitation, environmental laws and regulations), rules and safety standards in connection with Grantee's activities hereunder, including, without limitation, in connection with the construction, use, operation, maintenance, repair and service of Grantee's equipment and appurtenances hereunder.

2.9 **Insurance.** Grantee shall, at its expense, maintain (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Easement Area, with limits in the amount of [REDACTED] and (b) an umbrella or excess liability policy in the amount of [REDACTED]; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by the Grantor, (A) Grantor shall be provided with additional insured status in such policy and (B) the Grantee shall promptly deliver a certificate of such insurance to Grantor.

2.10 **Property Taxes.** Grantee shall pay, when due, all real and personal property taxes and assessments levied against its Facilities. In the event that the real property taxes or assessments levied against the Easement Area increase because of the installation or operation of Grantee's Facilities, then Grantee shall, within thirty (30) days after receipt from Grantor of the necessary calculations, reimburse Grantor for the amount of such increase.

SECTION 3 - RIGHTS OF LENDERS

3.1 **Notice of Lenders.** Grantee shall provide written notice to Grantor of any Lender(s) (including such Lender's address) to whom notice may be required to be given by the party providing notice hereunder.

3.2 **Lender's Right to Possession, Right to Acquire and Right to Assign.** Any Lender acting on behalf of Grantee shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easement; (d) take possession of and operate the Easement Area and the Facilities or any portion thereof; (e) perform any obligations to be performed by Grantee hereunder; (f) assign or transfer the Easement to a third party; (g) exercise any rights of Grantee hereunder, and (h) cause a receiver to be appointed to do any of the foregoing or any other things that a Lender is entitled to do under this Section 3.2. The consent of Grantor shall not be required for any of the foregoing; and, upon acquisition of the Easement by a Lender or any other third party who acquires the same from or on behalf of a Lender, Threeforks Holdings and/or Martin shall recognize the Lender or such other party (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect.

3.3 **Amendment; Termination.** Grantor agrees for the benefit of each Lender that it will not, without the prior written consent of such Lender: (a) agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, or (b) accept a surrender of the Easement or any part thereof (other than to narrow the Easement Area as described in Section 1.6) or a termination of this Agreement.

3.4 **Foreclosure.** Foreclosure of a Lender's Lien or any sale thereunder, whether by judicial proceedings or otherwise, or any conveyance or transfer of all or any portion of Grantee's right, title or interest in the Easement or under this Agreement to a Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or by a Lender following foreclosure and sale, shall not require the consent of Grantor or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, Grantor shall recognize such Lender, or any other foreclosure sale purchaser, as the rightful holder of such portion of the right, title or interest in the Easement or under this Agreement.

3.5 **Rejection.** In the event that this Agreement or any portion hereof is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Lender shall so request, Grantor shall execute and deliver to such Lender a new agreement. Such new agreement shall contain the same covenants, agreements, terms and provisions as contained in this Agreement (except for any requirements which shall have been fulfilled by Grantee prior to such rejection or other termination).

3.6 **Certifications.** Each party (a "***Certifying Party***") shall, upon not less than ten (10) days prior written notice from time to time given by a requesting party or any existing or proposed Lender (each, a "***Requesting Party***"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement and this Agreement are unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Easement and this Agreement, as so modified, are in full force and effect), (b) certifying that there are not, to the Certifying Party's knowledge, any uncured defaults hereunder, or describing with particularity each such uncured default if any are claimed, and (c) containing any other certifications as may be reasonably requested. Any such statements may be conclusively relied upon by the Requesting Party. The failure of a Certifying Party to deliver any such statement within such time shall be conclusive upon the Requesting Party that (i) the Easement and this Agreement are in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, the Certifying Party shall, within ten (10) days after written notice

from a Requesting Party, execute and deliver thereto a certificate to the effect that the Certifying Party (A) recognizes a particular entity as a Lender under this Agreement and (B) will accord to such entity all the rights and privileges of a Lender hereunder.

3.7 **Liability.** A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (a) perform Grantee's obligations under this Agreement, (b) continue Grantee's operations on the Easement Area, or (c) acquire any portion of Grantee's right, title, or interest in the Easement Area or in this Agreement, then such Lender shall not have any personal liability to Threeforks Holdings and/or Martin in connection therewith, and the sole recourse of Threeforks Holdings and/or Martin in the event of default by such Lender shall be to execute against such Lender's interest in the Easement Area and the Facilities. Moreover, any Lender or other party who acquires the Easement pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easement.

SECTION 4 - GENERAL PROVISIONS

4.1 **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall (a) be in writing, (b) be deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested or (iii) two (2) days after delivery to a reputable courier for overnight delivery (provided receipt is obtained and charges prepaid by the delivering party) and (c) be addressed to the address of the recipient party set forth in the preamble hereof, except that each party hereto may change its address for receipt of notices by sending notice of such change to the other party in the manner specified in this Section.

4.2 **No Abandonment or Overburdening.**

4.2.1 Following completion of the Facilities, no act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except (a) upon recordation by Grantee of a release or quitclaim deed specifically releasing or conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 4.2.2 below or (b) Grantee fails to use or maintain any portion of the Easement for a continuous period of ten (10) years and Grantor has provided written notice to Grantee of such non-use and Grantee has failed to resume use or notify Grantor in writing of Grantee's intent to resume use of such portion within ninety (90) days after receipt of such notice. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

4.2.2 Grantee may, at any time and from time to time during the term hereof, release all or any portion of the Easement Area or quitclaim to Grantor the right, title and interest granted to Grantee hereunder by executing and causing to be acknowledged and recorded in the

official records of the county in which the Martin Property is located, a release or quitclaim deed describing with particularity the portion of the Easement Area or such right, title or interest so released or quitclaimed. No partial release of Grantee's interest hereunder shall in any way reduce or alter its obligations to Grantor hereunder with respect to the portion of the Easement Area as to which such quitclaim does not apply.

4.3 **Cooperation.** Grantor shall fully cooperate with Grantee in the conduct of its operations and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's efforts to obtain from any governmental authority or any other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Grantee's operations; and Grantor shall, without demanding additional consideration therefor, promptly execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee or any governmental authority in connection therewith. Without limiting the generality of the foregoing, Grantor shall promptly execute, cause to be acknowledged and deliver to Grantee any amendment to this Agreement that Grantee may request for the purpose of (a) correcting an error in this Agreement, (b) amending the legal description(s) attached hereto (including by replacing said legal description(s) with revised description(s) prepared or provided by Grantee's surveyor or title company) or (c) providing that the Easement is appurtenant to specifically-described lands or fee or leasehold estates upon which Grantee has constructed or intends to construct the Project.

4.4 **Miscellaneous.**

4.4.1 **No Third Party Beneficiary.** Except with respect to the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties hereto, and shall not be construed as benefiting any person or entity that is not a party to this Agreement.

4.4.2 **Attorneys' Fees.** In the event of any litigation for the interpretation or enforcement hereof, or for damages for the breach hereof, or which in any other manner relates

4.4.3 **Construction.** This Agreement shall be construed equally as between and against the parties hereto, and shall not be construed against the party responsible for its drafting.

4.4.4 **Anti-corruption.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or

benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer; (vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a party (and not its Affiliates or a third party) shall make payments to the other party, except with that other party's prior written consent. Subject to the preservation of legal privilege, during the term of this Agreement and for seven (7) years thereafter and on reasonable notice, each party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

4.4.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Martin Property is located.

4.4.6 **Appurtenance.** The Easement shall be appurtenant to the lands constituting the Lynn Bark Project and to Grantee's leasehold interest therein.

4.4.7 **Run With Land.** The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

4.4.8 **No Oral Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

4.4.9 **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this **Section 4.4.**

4.4.10 **Entire Agreement.** This Agreement, including any Exhibits attached hereto, contains the entire agreement between the parties hereto in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements,

understandings and representations, whether oral or written, are merged herein and superseded hereby.

4.4.11 **Counterparts**. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

4.4.12 **Termination; Quitclaim Deed**. Grantee shall have the right to terminate this Agreement at any time by delivering written notice to Grantor. Upon any such termination by Grantee, the parties' respective rights and obligations hereunder shall cease, except for Grantee's restoration obligations under Section 2.2. Promptly following the expiration or termination of this Agreement, Grantee shall execute and deliver to Grantor a release or quitclaim deed of all of its right, title and interest in the Easement Area.

4.4.13 **Memorandum**. Concurrently with execution hereof, the parties hereto shall execute and deliver a Memorandum of Easement Agreement in the form attached hereto as Exhibit "B", which Memorandum shall promptly be recorded in the official records of the county in which the Martin Property is situated. Grantee shall also have the right, at its sole election, to record this Agreement in its entirety, provided, however, the financial terms of this Agreement may be redacted from such recorded copy.

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

Threeforks Holdings:

THREEFORKS LAND HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

4/9/2026

STATE OF MISSOURI

)

) ss.

COUNTY OF JACKSON

)

BE IT REMEMBERED, that on this 9th day of April, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Threeforks Land Holdings, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

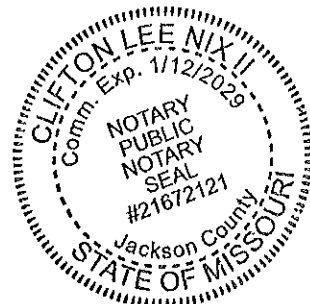
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:



Threeforks Holdings:

THREEFORKS LAND HOLDINGS, LLC,
a Delaware limited liability company

By: [Signature]

Name: TRAVIS NARUM

Title: Authorized Person

Date: 4/9/2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of April, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
TRAVIS NARUM, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Threeforks Land Holdings, LLC, a Delaware limited liability
company, that said instrument was signed and delivered on behalf of said limited liability
company, and acknowledged that said instrument was the free act and deed of said limited liability
company.

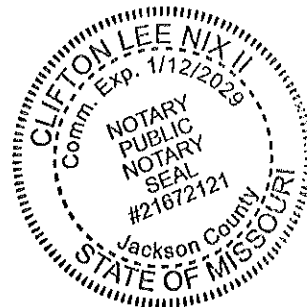
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

[Signature]
Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:



Martin:

MARTIN COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

4/9/2026

STATE OF MISSOURI

)

) ss.

COUNTY OF JACKSON

)

BE IT REMEMBERED, that on this 9th day of April, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Martin County Solar Project, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

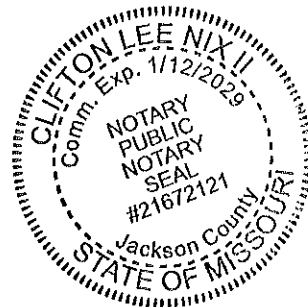
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:



Martin:

MARTIN COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: [Signature]

Name: TRAVIS NARUM

Title: Authorized Person

Date: 4/9/2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of APRIL, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came TRAVIS NARUM, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Martin County Solar Project, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

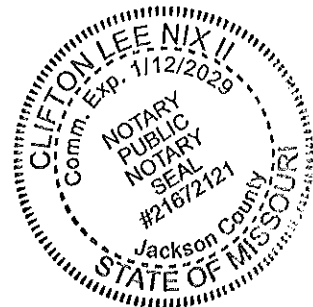
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature]
Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

4/9/2026

STATE OF MISSOURI

)

) ss.

COUNTY OF JACKSON

)

BE IT REMEMBERED, that on this 9th day of APRIL, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an
Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that
said instrument was signed and delivered on behalf of said limited liability company, and
acknowledged that said instrument was the free act and deed of said limited liability company.

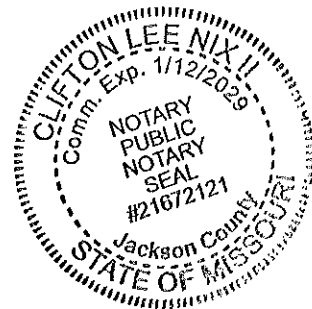
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: [Signature]

Name: TRAVIS NARUM

Title: Authorized Person

Date: 4/9/2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 9th day of APRIL, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came TRAVIS NARUM, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[Signature]
Notary Public in and for Said County and State

Clifton Lee Nix II

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

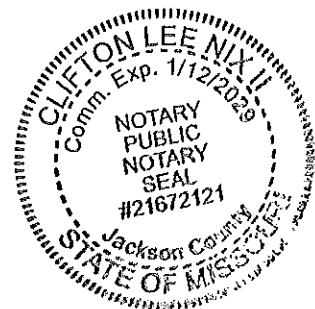


EXHIBIT "A"

Description of Martin Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

Legal Description - Survey Area 1 29,961,358.92 Sq. Ft. or 687.82 Acres

A certain survey area that lays approximately 3500 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 3500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Northern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies Northerly, Southerly and Westerly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

All of MAR 1-TRACT 1 see also Deed Book 72, Page 622, Tract 1, Deed Book 72, Page 603, Tract 1, Deed Book 72, Page 482, Tract 1, Deed Book 72, Page 472, Tract 1, Deed Book 72, Page 462, Tract 1, Deed Book 72, Page 418, Tract 1, Deed Book 72, Page 398, Tract 1, Deed Book 72, Page 289, Tract 1, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 1-TRACT 2 see also Deed Book 72, Page 622, Tract 2, Deed Book 72, Page 603, Tract 2, Deed Book 72, Page 482, Tract 2, Deed Book 72, Page 472, Tract 2, Deed Book 72, Page 462, Tract 2, Deed Book 72, Page 418, Tract 2, Deed Book 72, Page 398, Tract 2, Deed Book 72, Page 289, Tract 2, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

All of MAR 1-TRACT 3 see also Deed Book 72, Page 622, Tract 3, Deed Book 72, Page 603, Tract 3, Deed Book 72, Page 482, Tract 3, Deed Book 72, Page 472, Tract 3, Deed Book 72, Page 462, Tract 3, Deed Book 72, Page 418, Tract 3, Deed Book 72, Page 398, Tract 3, Deed Book 72, Page 289, Tract 3, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 4 see also Deed Book 73, Page 327, also a Portion of F-97 see Deed Book 5, Page 36

Portion of MAR 6 see also Deed Book 73, Page 197, Tract IV, also a Portion of F-97 see Deed Book 5, Page 36

Portion of MAR 8-TRACT 1 see also Deed Book 72, Page 729, Tract 1, also a Portion of F-81 see Deed Book 5, Page 38, F-83 overlaps into F-81

All of MAR 11 see also Deed Book 73, Page 193, a Portion of F-108 see Deed Book 3, Page 569, a Portion of F-108 see Deed Book 3, Page 569, and a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 12 see also Deed Book 72, Page 585, a Portion of F-96 see Deed Book 3, Page 573

All of MAR 15 (PROP 1) see also Deed Book 73, Page 474, Tract 1, a Portion of F-108 see Deed

Book 3, Page 569

Portion of MAR 15 (PROP 2) see also Deed Book 73, Page 474, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 16 see also Deed Book 72, Page 324, Tract 1, a Portion of F-107 see Deed Book 3, Page 514

All of MAR 17 see also Deed Book 72, Page 675, a Portion of F-108 see Deed Book 3, Page 569

All of MAR 18 see also Deed Book 72, Page 513, a Portion of F-181 see Deed Book 3, Page 514

Portion of MAR 19 see also Deed Book 72, Page 511, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 20 see also Deed Book 73, Page 138, Tracts 1 & 2, a Portion of F-107 see Deed Book 3, Page 514

All of MAR 22-TRACT 1 see also Deed Book 92, Page 176, Tract 1, Deed Book 92, Page 174, Tract 1, Deed Book 84, Page 450, Tract 1, Deed Book 84, Page 326, Tract 1, Deed Book 72, Page 431, Tract 1, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 22-TRACT 2 see also Deed Book 92, Page 176, Tract 2, Deed Book 92, Page 174, Tract 2, Deed Book 84, Page 450, Tract 2, Deed Book 84, Page 326, Tract 2, Deed Book 72, Page 431, Tract 2, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 32 see also Deed Book 72, Page 264, Deed Book 72, Page 305, a Portion of F-95 see Deed Book 5, Page 621 and a Portion of F-82 see Deed Book 3, Page 571, F-83 overlaps into F-95 & F-82

Portion of MAR 38 (PROP 1) see also Deed Book 72, Page 506, Tract 1, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 38 (PROP 2) see also Deed Book 72, Page 506, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 44 see also Deed Book 72, Page 149, Deed Book 72, Page 156, Deed Book 72, Page 159, Deed Book 72, Page 161, Deed Book 72, Page 163, Deed Book 72, Page 205, Deed Book 72, Page 729, a Portion of F-81 see Deed Book 5, Page 38 F-83 overlaps into F-81

Portion of MAR 51 see also Deed Book 72, Page 543, a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 52 see also Deed Book 73, Page 391, Deed Book 73, Page 427, Deed Book 73, Page 505, Deed Book 73, Page 507, Deed Book 75, Page 100, a Portion of F- 181 see Deed Book 3, Page 541, a Portion of F-115 see Deed Book 3, Page 523 and a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 56 (PROP 1) see also Deed Book 74, Page 132, and Deed Book 74, Page 134, a Portion of F-90 see Deed Book 3, Page 531

All of MAR 58 - TRACT 1 see also Deed Book 72, Page 303, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 58 - TRACT 2 see also Deed Book 73, Page 47, Deed Book 72, Page 704, Deed Book 72, Page 587, Deed Book 72, Page 583, Deed Book 72, Page 581, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 64 see also Deed Book 72, Page 98, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 69 see also Deed Book 73, Page 289, Tract 1, Deed Book 73, Page 292, Tract 1, Deed Book 73, Page 311, Tract 1, Deed Book 73, Page 316, Tract 1, Deed Book 73, Page 319, Tract 1, Deed Book 73, Page 335, Tract 1, Deed Book 73, Page 535, Tract 1, Deed Book 73, Page 600, Tract 1, Deed Book 73, Page 664, Tract 1, a Portion of F-102 see Deed Book 5, Page 90 and F-101 see Deed Book 5, Page 33

Portion of MAR 89-3-TRACT 1 see also Deed Book 72, Page 429, Tract 1, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 89-4 see also Deed Book 72, Page 810, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 92 see also Deed Book 73, Page 69, Deed Book 72, Page 777, a Portion of F-95 see Deed Book 5, Page 621, F-83 overlaps into F-95

Portion of MAR 93 see also Deed Book 72, Page 658, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 94 see also Deed Book 72, Page 727, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 95 see also Deed Book 72, Page 550, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 100 see also Deed Book 73, Page 113, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 143 (PROP 1) see also Deed Book 78, Page 802, Deed Book 78, Page 826, Deed Book 78, Page 841, Deed Book 78, Page 866, Deed Book 79, Page 823, Deed Book 80, Page 50, Deed Book 81, Page 224, for description see Deed Book 47, Page 95, Fourth Tract George Preece, a Portion of F-83 see Deed Book 5, Page 31

Portion of MAR 143 (PROP 2) see also Deed Book 78, Page 802, Deed Book 78, Page 826, Deed Book 78, Page 841, Deed Book 78, Page 866, Deed Book 79, Page 823, Deed Book 80, Page 50, Deed Book 81, Page 224, for description see Deed Book 47, Page 95, Fifth Tract Jasper Preece a Portion of F-94 see Deed Book 5, Page 35

Portion of MAR 147 see also Deed Book 81, Page 760, a Portion of F-77 see Deed Book 3, Page 519

Portion of MAR 149-1 see also Deed Book 81, Page 762, Deed Book 81, Page 764, Deed Book

81, Page 775, Deed Book 81, Page 777, Deed Book 81, Page 788, Deed Book 81, Page 802, Deed Book 82, Page 01, Tract 1, Deed Book 82, Page 13, Deed Book 82, Page 22, Deed Book 82, Page 37, Tract 1, Deed Book 82, Page 202, Tract 1, Deed Book 82, Page 349, Deed Book 82, Page 375, Deed Book 82, Page 436, Deed Book 82, Page 438, Deed Book 82, Page 440, Deed Book 83, Page 31, Deed Book 83, Page 422, Deed Book 83, Page 424, Deed Book 84, Page 357, Tract 1, Deed Book 84, Page 433, Deed Book 85, Page 156, Deed Book 117, Page 531, Tract 1, a Portion of F-77 see Deed Book 3, Page 519

Portion of MAR 150 see also Deed Book 82, Page 407, Deed Book 82, Page 468, Deed Book 91, Page 365, a Portion of F-82 see Deed Book 3, Page 571, F-83 overlaps into F-82

Portion of MAR 155 see also Deed Book 83, Page 7, a Portion of F-80 see Deed Book 3, Page 572

Portion of MAR 190 see also Deed Book 124, Page 114, a Portion of F-106 see Deed Book 5, Page 1, Tract 2

All recorded in the Martin County Clerk's office.

The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at a found 1/2 inch rebar iron pin (no cap) in concrete, being a new survey corner, at the Southwest corner of Kentucky Power Company, Deed Book 94, Page 76, and being a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13) and also being a corner to MAR 143 (PROP 2), said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,819,111.741' and East: 5,867,618.037'; Thence forming a new survey boundary, leaving said Pocahontas with the Southern and Eastern boundaries of the Kentucky Power Company, Deed Book 94, Page 76, the following two (2) courses and distances: South 53°52'01" East - 600.01 feet, to a found 1/2 inch rebar iron pin (no cap) in concrete; Thence North 36°05'32" East - 970.99 feet, to an iron pin (set), in the Western boundary of said Kentucky Power Company, said iron pin (set) being referenced South 36°05'32" West - 30.83 feet, from a found 1/2 inch rebar iron pin (no cap) in concrete, at the Northeast corner of said Kentucky Power Company; Thence leaving said Kentucky Power Company, through MAR 143 (PROP 1), MAR 143 (PROP 2) and into MAR 150, South 53°23'43" East - 430.85 feet, to an iron pin (set); Thence South 88°42'22" East - 26.98 feet, to an iron pin (set); Thence South 51°28'36" East - 145.39 feet, to an iron pin (set); Thence South 89°10'18" East - 1440.18 feet, to an iron pin (set); Thence North 28°28'33" East - 243.03 feet, to an iron pin (set); Thence North 07°28'54" East - 205.64 feet, to an iron pin (set); Thence North 14°23'12" West - 163.46 feet, to an iron pin (set); Thence North 10°00'41" East - 189.51 feet, to an iron pin (set);

Thence North 20°35'20" East - 90.47 feet, to an iron pin (set); Thence North 46°37'25" East - 190.82 feet, to an iron pin (set); Thence South 65°49'08" East - 135.87 feet, to an iron pin (set), within MAR 150; Thence through MAR 150 and into MAR 149-1, North 42°07'44" East - 641.33 feet, to an iron pin (set), within MAR 149-1; Thence through MAR 149-1 and into MAR 147, North 88°34'28" East - 425.73 feet, to an iron pin (set); Thence South 75°39'51" East - 606.10 feet, to an iron pin (set), within MAR 147; Thence through MAR 147 and into MAR 44, South 42°34'55" East - 221.72 feet, to an iron pin (set); Thence South 25°40'21" East - 301.10 feet, to a mag nail (set), within MAR 44; Thence through MAR 44 and into MAR 155, South 70°36'08" East - 200.01 feet, to a mag nail (set); Thence South 61°04'41" East - 325.35 feet, to an iron pin (set), within MAR 155; Thence through MAR 155 and into MAR 44, South 48°49'17" East - 136.10 feet, to an iron pin (set); Thence South 20°41'35" East - 206.28 feet, to an iron pin (set); Thence South 89°09'32" West - 251.81 feet, to a mag nail (set); Thence South 64°52'32" West - 130.97 feet, to a mag nail (set); Thence South 89°34'22" West - 191.28 feet, to an iron pin (set), within MAR 44; Thence through MAR 44 and into MAR 8 TRACT 1, North 08°16'33" West - 302.52 feet, to an iron pin (set); Thence North 26°11'05" West - 83.40 feet, to a mag nail (set); Thence North 45°55'45" West - 55.49 feet, to an iron pin (set); Thence North 70°40'34" West - 175.16 feet, to an iron pin (set); Thence North 83°19'19" West - 230.31 feet, to a mag nail (set); Thence South 77°59'07" West - 43.43 feet, to a mag nail (set); Thence South 55°07'44" West - 68.53 feet, to an iron pin (set); Thence South 47°49'52" West - 92.82 feet, to an iron pin (set), within MAR 8 TRACT 1; Thence through MAR 8 TRACT 1 and into MAR 150, South 21°52'36" West - 33.42 feet, to an iron pin (set); Thence South 02°20'45" West - 36.42 feet, to an iron pin (set); Thence South 08°38'10" East - 207.10 feet, to an iron pin (set); Thence South 00°53'51" East - 139.70 feet, to an iron pin (set); Thence South 26°42'58" West - 85.58 feet, to an iron pin (set); Thence South 26°23'44" West - 185.01 feet, to an iron pin (set); Thence South 37°58'07" West - 236.60 feet, to an iron pin (set), within MAR 150; Thence through MAR 150, South 47°52'58" West - 199.94 feet, to an iron pin (set); Thence South 66°22'21" West - 119.64 feet, to an iron pin (set); Thence South 62°12'58" West - 152.17 feet, to an iron pin (set); Thence South 74°59'59" West - 75.77 feet, to an iron pin (set); Thence North 88°09'13" West - 152.74 feet, to an iron pin (set); Thence South 74°46'20" West - 121.00 feet, to an iron pin (set); Thence South 84°22'07" West - 237.61 feet, to an iron pin (set); Thence South 59°39'20" West - 137.15 feet, to an iron pin (set); Thence South 47°40'43" West - 91.68 feet, to a point near the center of an existing gravel road and a common corner to MAR 150, MAR 143 (PROP 2), MAR 32 and MAR 176, said point being referenced, North 38°52'53" West - 34.96 feet, from a reference mag nail (set); Thence leaving MAR 150, MAR 143 (PROP 2), and MAR 176, through MAR 32 and into MAR 92, South 34°01'37" West - 108.87 feet, to an iron pin (set); Thence South 40°10'53" West - 186.10 feet, to an iron pin (set); Thence South 44°46'28" West - 398.70 feet, to an iron pin (set); Thence South 72°33'18" West - 332.19 feet, to an iron pin (set), within MAR 92; Thence through MAR 92, Mar 82 and into MAR 32, South 45°37'04" West - 174.20 feet, to an iron pin (set), within MAR 82; Thence South 26°17'50" West - 806.16 feet, to a mag nail (set), within MAR 92; Thence South 39°53'21" West - 363.50 feet, to an iron pin (set); Thence South 32°36'32" East - 376.79 feet, to an iron pin (set); Thence South 41°08'38" East - 444.84 feet, to an iron pin (set), within MAR 32; Thence through MAR 32 and into MAR 64, South 16°43'08" East - 264.76 feet, to a mag nail (set), within MAR 64; Thence through MAR 64, MAR 22 and into MAR 95, South 69°07'43" East - 206.13 feet, to an iron pin (set); Thence South 41°04'25" East - 617.15 feet, to an iron pin (set); Thence South

66°55'38" East - 550.56 feet, to an iron pin (set), within MAR 95; Thence through MAR 95 and into MAR 12, North 86°35'11" East - 633.27 feet, to an iron pin (set) within MAR 12; Thence through MAR 12 and into MAR 32, South 07°37'29" West - 122.48 feet, to an iron pin (set); Thence South 13°18'23" West - 772.33 feet, to an iron pin (set); Thence North 74°59'37" East - 791.68 feet, to an iron pin (set); Thence North 04°40'54" East - 460.97 feet, to an iron pin (set); Thence South 89°42'34" East - 496.15 feet, to an iron pin (set); Thence North 42°41'42" East - 584.94 feet, to an iron pin (set); Thence North 00°01'39" West - 122.11 feet, to a mag nail (set); Thence North 37°04'28" West - 583.17 feet, to an iron pin (set), within MAR 32; Thence through MAR 32 and into MAR 6, North 23°46'51" East - 264.45 feet, to an iron pin (set); Thence North 61°15'37" East - 589.52 feet, to an iron pin (set) within MAR 6; Thence through MAR 6 and into MAR 4, North 50°22'13" East - 332.60 feet, to an iron pin (set); Thence North 57°46'23" East - 156.07 feet, to an iron pin (set), within MAR 4; Thence through MAR 4 and into MAR 69, North 23°16'56" East - 287.16 feet, to a mag nail (set); Thence North 89°58'18" East - 231.05 feet, to an iron pin (set); Thence South 67°10'26" East - 109.75 feet, to an iron pin (set); Thence South 16°50'23" East - 182.74 feet, to a mag nail (set); Thence North 88°41'37" East - 187.67 feet, to an iron pin (set); Thence South 38°50'55" East - 216.89 feet, to an iron pin (set); Thence South 16°17'57" West - 590.56 feet, to an iron pin (set), within MAR 69; Thence through MAR 69, MAR 190 and into MAR 16, South 18°36'24" East - 394.42 feet, to an iron pin (set); Thence South 02°34'43" East - 1189.92 feet, to an iron pin (set); Thence South 14°25'35" West - 406.54 feet, to an iron pin (set); Thence South 89°46'47" West - 182.78 feet, to an iron pin (set); Thence South 31°16'15" West - 1661.47 feet, to a mag nail (set), within MAR 16; Thence through MAR 16, South 69°29'11" West - 509.04 feet, to an iron pin (set), within MAR 16, in the proposed Northern 100-foot easement of an existing haul road; Thence with the proposed Northern 100-foot easement, along an existing haul road, and running through MAR 16, MAR 89-3 TRACT 1, MAR 20, MAR 100, MAR 19, MAR 52, MAR 51, MAR 38 (PROP) 1), MAR 15 (PROP 2), MAR 38 (PROP 2), MAR 93, MAR 89-4, MAR 94, MAR 58 TRACT 2, MAR 1 TRACT 2, and into MAR 56 (PROP 1) the following fifty two (52) courses and distances: North 77°14'54" West - 117.38 feet, to a point; Thence North 69°33'10" West - 74.94 feet, to a point; Thence North 65°05'24" West - 66.94 feet, to a point; Thence North 59°03'37" West - 177.51 feet, to a point; Thence North 59°22'45" West - 97.93 feet, to a point; Thence North 64°59'03" West - 108.09 feet, to a point; Thence North 70°49'06" West - 104.98 feet, to a point; Thence North 76°13'29" West - 93.94 feet, to an iron pin (set); Thence North 78°53'03" West - 263.91 feet, to an iron pin (set); Thence North 77°13'10" West - 70.29 feet, to a point; Thence North 71°47'37" West - 66.33 feet, to a point; Thence North 69°08'02" West - 67.43 feet, to a point; Thence North 63°03'11" West - 64.25 feet, to a point; Thence North 59°28'49" West - 156.36 feet, to a point; Thence North 64°31'01" West - 110.74 feet, to a point; Thence North 72°42'11" West - 77.77 feet, to a point; Thence North 77°29'32" West - 68.25 feet, to a point; Thence North 80°59'33" West - 78.52 feet, to a point; Thence North 86°25'49" West - 87.03 feet, to a point; Thence South 88°31'24" West - 82.05 feet, to an iron pin (set); Thence South 80°28'36" West - 87.69 feet, to an iron pin (set); Thence South 78°07'46" West - 288.25 feet, to a point; Thence South 84°41'50" West - 113.20 feet, to a point; Thence South 89°00'41" West - 107.86 feet, to an iron pin (set); Thence North 79°38'29" West - 35.49 feet, to a point; Thence North 75°34'37" West - 55.67 feet, to a point; Thence North 64°53'02" West - 72.14 feet, to a point; Thence North 59°56'29" West - 71.48 feet, to a point; Thence North 56°18'38" West - 77.94 feet, to a point; Thence North 52°02'34" West - 140.06 feet, to a point;

Thence North 56°05'55" West - 231.27 feet, to an iron pin (set); Thence North 55°47'02" West - 347.01 feet, to an iron pin (set); Thence North 56°31'09" West - 953.32 feet, to an iron pin (set); Thence North 59°36'58" West - 117.12 feet, to an iron pin (set); Thence North 56°29'35" West - 76.99 feet, to a point; Thence North 53°24'31" West - 90.25 feet, to a point; Thence North 50°47'26" West - 109.31 feet, to a point; Thence North 47°20'21" West - 161.23 feet, to a point; Thence North 47°54'42" West - 164.11 feet, to an iron pin (set); Thence North 51°13'35" West - 458.67 feet, to an iron pin (set); Thence North 52°34'53" West - 255.32 feet, to an iron pin (set); Thence North 55°34'51" West - 178.83 feet, to a point; Thence North 58°52'59" West - 194.10 feet, to a point; Thence North 59°37'53" West - 194.36 feet, to a point; Thence North 62°05'46" West - 121.44 feet, to a point; Thence North 59°34'01" West - 310.87 feet, to an iron pin (set); Thence North 61°07'11" West - 350.31 feet, to an iron pin (set); Thence North 55°25'25" West - 212.81 feet, to a point; Thence North 55°12'06" West - 215.68 feet, to a point; Thence North 47°28'59" West - 141.52 feet, to a point; Thence North 39°29'00" West - 176.83 feet, to a point; Thence North 37°22'38" West - 192.10 feet, to a mag nail (set), in the proposed Northern 100 foot easement of an existing haul road, within MAR 56 (PROP 1); Thence leaving said proposed Northern 100 foot easement, through MAR 56 (PROP 1), North 22°53'32" East - 285.68 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723", a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05); Thence with the Eastern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05) the following six (6) courses and distances: North 47°55'00" East - 421.20 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 21°19'30" East - 590.66 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 53°29'35" East - 374.86 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 28°38'12" East - 429.00 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723"; Thence North 02°25'00" West - 580.00 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723"; Thence North 32°00'00" East - 99.00 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723", being a common corner between Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05) and Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13); Thence leaving Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05), with the Eastern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13) the following two (2) courses and distances: North 40°20'54" East - 227.41 feet, to a point, said point being referenced North 47°19'39" West - 166.32 feet, from a found reference 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 66°42'03" East - 526.24 feet, to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 29,961,358.92 Sq. Ft. or 687.82 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023 and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

Legal Description - Survey Area 2
6,353,751.04 Sq. Ft. or 145.86 Acres
Less a 40'x120' Cemetery
4,800.00 Sq. Ft. or .011 Acres
Total for Survey Area 2
6,348,951.04 Sq. Ft. or 145.75 Acres

A certain survey area that lays approximately 2800 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 9500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Southern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies, Southwesterly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

Portion of MAR 1-TRACT 2 see also Deed Book 72, Page 622, Tract 2, Deed Book 72, Page 603, Tract 2, Deed Book 72, Page 482, Tract 2, Deed Book 72, Page 472, Tract 2, Deed Book 72, Page 462, Tract 2, Deed Book 72, Page 418, Tract 2, Deed Book 72, Page 398, Tract 2, Deed Book 72, Page 289, Tract 2, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 56 (PROP 1) see also Deed Book 74, Page 132, Deed Book 74, Page 134, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 56 (PROP 2), see also Deed Book 72, Page 665, Tract 2 & 3, a Portion of F-90 see Deed Book 3, Page 531 cemetery excepted (not found)

Portion of MAR 56 (PROP 3) see also Deed Book 72, Page 665, Tract 1 & 3, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 58 - TRACT 2 see also Deed Book 73, Page 47, Deed Book 72, Page 704, Deed Book 72, Page 587, Deed Book 72, Page 583, Deed Book 72, Page 581, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 60 see also Deed Book 73, Page 41 Tract 1, Deed Book 73, Page 47, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 89-2 see also Deed Book 74, Page 212 Tracts 1, 2, and 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 89-3-TRACT 2 see also Deed Book 72, Page 429, Tract 2, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 93 see also Deed Book 72, Page 658, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 94 see also Deed Book 72, Page 727, a Portion of F-108 see Deed Book 3, Page 569

All recorded in the Martin County Clerk's office.

The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at a mag nail (set), in the proposed Southern 100 foot easement line at an existing haul road and being a new survey corner within MAR 56 (PROP 1), said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,816,265,525' and East: 5,865,769.239'; Thence forming a new survey boundary, with the proposed Southern 100 foot easement, along an existing haul road, and running through MAR 56 (PROP 1), MAR 56 (PROP 2), MAR 1 TRACT 2, MAR 58 TRACT 2, MAR 94 and into MAR 89-2 the following eighteen (18) courses and distances: South 37°22'38" East - 136.83 feet, to a point; Thence South 39°29'00" East - 185.66 feet, to a point; Thence South 47°28'59" East - 155.26 feet, to a point; Thence South 55°12'06" East - 222.62 feet, to a point; Thence South 55°25'25" East - 217.98 feet, to an iron pin (set); Thence South 61°07'11" East - 353.93 feet, to an iron pin (set); Thence South 59°34'01" East - 311.72 feet, to a point; Thence South 62°05'46" East - 121.49 feet, to a point; Thence South 59°37'53" East - 191.55 feet, to a point; Thence South 58°52'59" East - 190.56 feet, to a point; Thence South 55°34'51" East - 173.33 feet, to an iron pin (set); Thence South 52°34'53" East - 251.52 feet, to an iron pin (set); Thence South 51°13'35" East - 454.60 feet, to a mag nail (set); Thence South 47°54'42" East - 160.71 feet, to a point; Thence South 47°20'21" East - 163.75 feet, to a point; Thence South 50°47'26" East - 114.61 feet, to a point; Thence South 53°24'31" East - 95.23 feet, to a point; Thence South 56°29'35" East - 41.89 feet, to an iron pin (set), within MAR 89-2, at the intersection of the proposed Southern 100-foot easement of a haul road and the proposed Western 40-foot easement of another haul road; Thence leaving said proposed 100-foot easement, with the proposed Western 40-foot easement along an existing haul road and running through MAR 89-2 and MAR 89-3 TRACT 2 the following four (4) courses and distances: South 42°42'53" West - 166.14 feet, to an iron pin (set); Thence South 40°01'54" West - 562.22 feet, to an iron pin (set); Thence South 36°56'16" West - 230.40 feet, to a mag nail (set); Thence South 31°49'12" West - 82.55 feet, to an iron pin (set), in the proposed Western 40-foot easement and being a common corner to Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104); Thence leaving said proposed 40-foot easement, with the Northern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) the following two (2) course and distances: South 81°58'30" West - 158.19 feet, to an iron pin (set); Thence South 60°30'10" West - 95.27 feet, to an iron pin (set), at a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) and Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4); Thence leaving Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208,

Page 50 (see also Deed Book 4A, Page 104) with the Northern and Western boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4) the following thirteen (13) courses and distances: North 56°26'37" West - 93.80 feet, to an iron pin (set); Thence North 42°11'37" West - 106.30 feet, to a mag nail (set); Thence North 32°16'37" West - 178.60 feet, to an iron pin (set); Thence North 43°06'37" West - 83.20 feet, to an iron pin (set); Thence North 71°51'37" West - 96.80 feet, to an iron pin (set); Thence North 59°01'37" West - 106.20 feet, to an iron pin (set); Thence North 87°06'37" West - 84.90 feet, to an iron pin (set); Thence North 62°36'37" West - 50.80 feet, to an iron pin (set); Thence North 70°21'37" West - 153.10 feet, to an iron pin (set); Thence North 67°26'37" West - 104.30 feet, to an iron pin (set); Thence South 30°01'48" East - 174.97 feet, to an iron pin (set); Thence South 31°14'20" West - 295.04 feet, to an iron pin (set); Thence South 71°14'29" West - 1302.22 feet, to an iron pin (set), in the Western boundary of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4); Thence leaving said Pocahontas through MAR 60 the following two (2) courses and distances: North 52°34'40" West - 210.87 feet, to an iron pin (set); Thence North 20°18'17" West - 1250.79 feet, to an iron pin (set), within MAR 60; Thence continuing through MAR 60, MAR 56 (PROP 3), MAR 56 (PROP 2) and MAR 56 (PROP 1), North 22°53'32" East - 2112.54 feet, to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 6,353,751.0 Sq. Ft. or 145.86 Acres, less a 40'x120' Cemetery - 4,800.00 Sq. Ft. or .011 Acres, Total for Survey Area 2 - 6,348,951.04 Sq. Ft. or 145.75 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023, and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

Legal Description - Survey Area 3
1,951,537.54 Sq. Ft. or 44.80 Acres

A certain survey area that lays approximately 6000 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 6500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Southern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies, Southerly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

Portion of MAR 15 (PROP 2) see also Deed Book 73, Page 474, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 38 (PROP 1) see also Deed Book 72, Page 506, Tract 1, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 51 see also Deed Book 72, Page 543, a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 67 see also Deed Book 72, Page 785, a Portion of F-115 see Deed Book 3, Page 523

Portion of MAR 89-2 see also Deed Book 74, Page 212 Tracts 1, 2, and 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 89-3-TRACT 2 see also Deed Book 72, Page 429, Tract 2, a Portion of F-108 see Deed Book 3, Page 569

All recorded in the Martin County Clerk's office.

The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at an iron pin (set), at the intersection of the proposed Southern 100-foot easement along an existing haul road and the proposed Eastern 40-foot easement of another existing haul road within MAR 89-2, said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,814,147.901' and East: 5,868,632.384'; Thence forming a new survey boundary, with the proposed Southern 100 foot easement line, along an existing haul road, and running through MAR 89-2, MAR 15 (PROP 2), MAR 38 (PROP 1), and into MAR 51 the following

ten (10) courses and distances: South 59°36'58" East - 117.15 feet, to an iron pin (set); Thence South 56°31'09" East - 949.97 feet, to an iron pin (set); Thence South 55°47'02" East - 346.65 feet, to a mag nail (set); Thence South 56°05'55" East - 228.01 feet, to an iron pin (set); Thence South 52°02'34" East - 140.25 feet, to a point; Thence South 56°18'38" East - 84.84 feet, to a point; Thence South 59°56'29" East - 78.97 feet, to a point; Thence South 64°53'02" East - 85.82 feet, to a point; Thence South 75°34'37" East - 68.58 feet, to a point; Thence South 79°38'29" East - 48.97 feet, to a mag nail (set), in the said proposed Southern 100 foot easement line of an existing haul road, within MAR 51; Thence leaving said proposed 100-foot easement, through MAR 51 and into Mar 67, South 04°46'46" West - 70.13 feet, to an iron pin (set); Thence South 11°55'10" East - 39.33 feet, to an iron pin (set); Thence South 17°27'03" East - 104.57 feet, to an iron pin (set); Thence South 06°38'37" East - 58.51 feet, to an iron pin (set); Thence South 08°57'46" West - 24.18 feet, to an iron pin (set); Thence South 37°13'13" West - 20.46 feet, to an iron pin (set); Thence South 52°13'06" West - 57.61 feet, to an iron pin (set); Thence South 62°38'44" West - 256.54 feet, to an iron pin (set); Thence South 58°49'50" West - 112.37 feet, to an iron pin (set), within Mar 67; Thence through MAR 67 and into MAR 89-2, South 56°44'19" West - 157.17 feet, to a mag nail (set); Thence South 54°52'23" West - 103.78 feet, to an iron pin (set); Thence South 58°23'44" West - 93.31 feet, to an iron pin (set); Thence North 89°50'42" West - 378.51 feet, to a mag nail (set); Thence North 02°01'40" East - 168.03 feet, to an iron pin (set); Thence North 07°40'39" West - 127.00 feet, to a mag nail (set); Thence North 56°04'22" West - 239.86 feet, to an iron pin (set), within MAR 89-2; Thence through MAR 89-2, South 86°04'55" West - 119.82 feet, to an iron pin (set); Thence South 72°36'38" West - 50.00 feet, to an iron pin (set), a common corner of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104); Thence with the Northern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) the following four (4) courses and distances: North 17°23'22" West - 495.00 feet, to an iron pin (set); Thence North 71°23'22" West - 330.00 feet, to an iron pin (set); Thence North 77°23'22" West - 495.00 feet, to an iron pin (set); Thence South 81°58'30" West - 110.13 feet, to an iron pin (set), in the Northern boundary of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104), within MAR 89-3 TRACT 2 and also being in the proposed Eastern 40-foot easement of an existing haul road; Thence leaving said Pocahontas, with the proposed Eastern 40-foot easement along and existing haul road and running through MAR 89-3 TRACT 2 and MAR 89-2 the following four (4) courses and distances: North 31°49'12" East - 47.38 feet, to an iron pin (set); Thence North 36°56'16" East - 227.53 feet, to an iron pin (set); Thence North 40°01'54" East - 560.21 feet, to an iron pin (set); Thence North 42°42'53" East - 171.69 feet, to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 1,951,537.54 Sq. Ft. or 44.80 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023 and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

SOURCE OF TITLE:

Each of the above-described properties being a portion of the same property conveyed by deed dated September 12, 2023, of record in Deed Book 210, Page 96, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50 in the Martin County Clerk's Office.

Map of Access Road and Martin Property

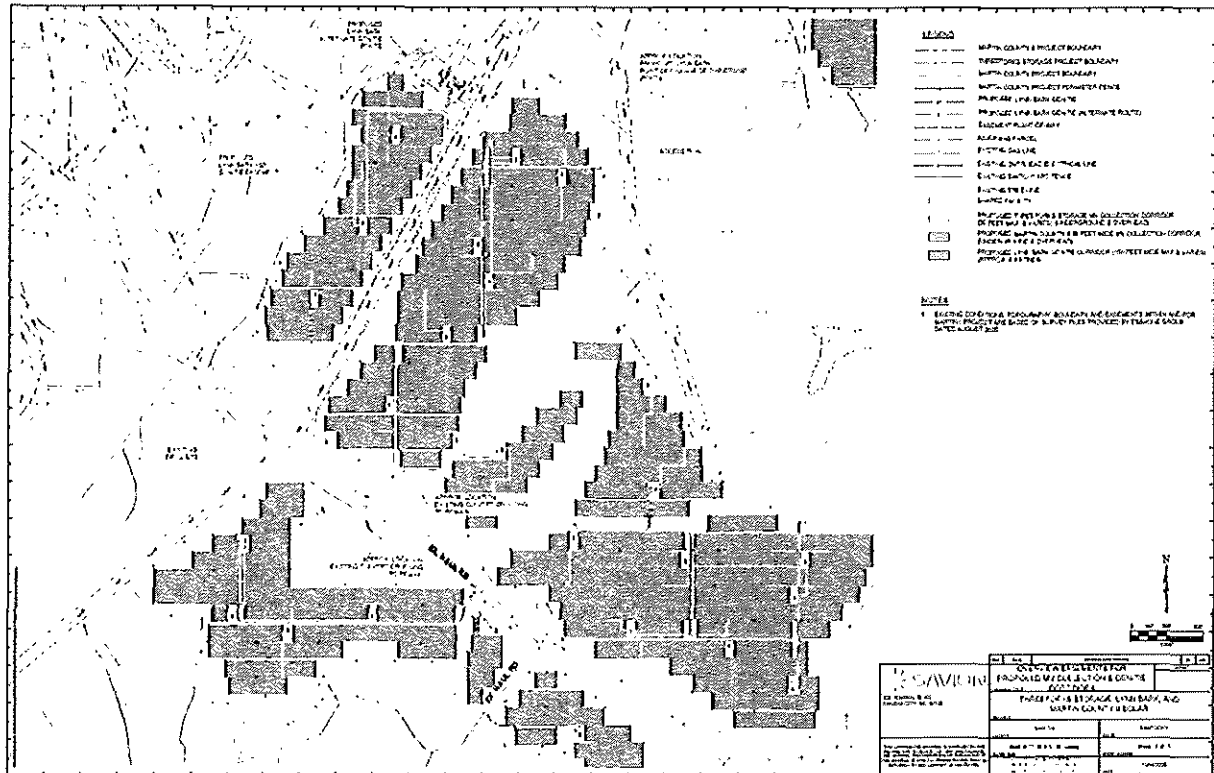


EXHIBIT "B"

Form of Memorandum of Easement Agreement

**PREPARED BY AND
WHEN RECORDED RETURN TO:**

Name _____ (Print Name)
Address _____
Contact Number _____
Signature: _____

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "**Memorandum**") is made, dated, and effective as of as of _____, 202__ (the "**Effective Date**"), by and between Martin County Solar Project, LLC, a Delaware limited liability company ("**Martin**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, Threeforks Land Holdings, LLC, a Delaware limited liability company ("**Threeforks Holdings**") and together with Martin, "**Grantor**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

A. Threeforks Holdings owns the real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Martin Property**").

B. Martin and Threeforks Holdings are parties to that certain Amended and Restated Solar Energy Lease dated effective as of September 23, 2019 and Amended and Restated Memorandum of Solar Energy Lease recorded April 15, 2024 in Book L85, Page 105, in the official public records of Martin County, Kentucky (collectively, the "**Martin Solar Energy Lease**").

C. Pursuant to the Martin Solar Energy Lease, Martin has rights to develop, construct, operate and maintain a solar energy project (the "**Martin Project**") on the Martin Property.

D. Grantee is developing a solar energy project (the "**Lynn Bark Project**") in Martin County, Kentucky.

E. Grantee and Grantor have entered into that certain unrecorded Easement Agreement of even date herewith (the "**Agreement**") pursuant to which Grantor has granted to Grantee an easement or subeasement over the Martin Property in connection with and benefiting the Lynn Bark Project upon the terms and conditions set forth therein.

F. The parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement.

1.1 Threeforks Holdings hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the following easements (collectively, the "**Easement**"): (i) a perpetual, non-exclusive easement in, upon, over, across, along, above and under the Martin Property in the area generally depicted on the Map of Easement attached to the Agreement" (the "**General Corridor Easement**"), which shall be narrowed to one or more corridors of one hundred fifty feet (150') or less (the "**Reduced Corridor Easement**") for Facilities (defined below) located anywhere within said area as and when provided in the Agreement and (ii) a perpetual, non-exclusive easement upon, over, across and above that portion of the Martin Property generally depicted as the "**Access Road**") on the Map of Easement attached to the Agreement (the "**Access Road Easement**"). The portion of the Martin Property that is from time to time covered by the General Corridor Easement, and later said Reduced Corridor Easement, are referred to herein collectively as the "**Easement Area**".

1.2 Martin hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns a subeasement for the foregoing purposes in, upon, over, across, along, above and under the Easement Area and the Access Road. Any reference to "Easement" herein shall include the subeasement granted hereunder. In addition, Martin hereby consents to and approves, subject to the terms and conditions of this Agreement, (i) the Easement granted to Grantee by Threeforks Holdings pursuant to this Agreement, (ii) Grantee's shared use of the Easement Area and the Access Road, and (iii) the encroachment or physical crossing of the Facilities over, on, or under Martin Project facilities, as approved by Martin pursuant to the Agreement.

2. Each of the General Corridor Easement and the Reduced Corridor Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, and (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires (all of the foregoing, collectively, "**Facilities**"); and (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archaeological assessments, transmission, collection, and communications and interconnection studies.

3. Among other things, the Agreement provides that (a) said Easement Area shall be narrowed to the Reduced Corridor Easement in accordance with the Agreement and (b) upon completion of construction of the Facilities, Grantor and Grantee shall execute, and Grantee shall record, at its sole cost and expense, an amendment to this Memorandum that (i) sets forth the legal description of the Reduced Corridor Easement and (ii) releases back to Grantor all of Grantee's right, title and interest in the portion of the Easement Area that is outside of, and not included in, the Reduced Corridor Easement. Additionally, the Agreement provides that the

commencement of construction of the Lynn Bark Project shall occur no later than the date that is twenty (20) years after the Effective Date. If commencement of construction does not occur on or before said date, the Easement granted therein shall automatically terminate. For purposes of this Section 3, the term "commencement of construction" shall mean any grading, paving, movement of soil or any other work of any kind to be performed in connection with the Lynn Bark Project.

4. Grantee may, at any time and from time to time, without obtaining the consent of Grantor, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or the Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any affiliate of Grantee; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness or the performance of any obligation.

5. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

6. The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

7. The Easement shall be appurtenant to the lands constituting the Lynn Bark Project and to Grantee's leasehold interest therein.

8. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Memorandum.

Threeforks Holdings: THREEFORKS LAND HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Threeforks Land Holdings, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Threeforks Holdings: THREEFORKS LAND HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
_____, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Threeforks Land Holdings, LLC, a Delaware limited liability
company, that said instrument was signed and delivered on behalf of said limited liability
company, and acknowledged that said instrument was the free act and deed of said limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

Martin:

MARTIN COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Martin County Solar Project, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Martin:

MARTIN COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Martin County Solar Project, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: Aaron Lipscomb

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me personally known, who being by me duly sworn, did say that he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

EXHIBIT "A"

Description of Martin Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

Legal Description - Survey Area 1 29,961,358.92 Sq. Ft. or 687.82 Acres

A certain survey area that lays approximately 3500 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 3500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Northern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies Northerly, Southerly and Westerly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

All of MAR 1-TRACT 1 see also Deed Book 72, Page 622, Tract 1, Deed Book 72, Page 603, Tract 1, Deed Book 72, Page 482, Tract 1, Deed Book 72, Page 472, Tract 1, Deed Book 72, Page 462, Tract 1, Deed Book 72, Page 418, Tract 1, Deed Book 72, Page 398, Tract 1, Deed Book 72, Page 289, Tract 1, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 1-TRACT 2 see also Deed Book 72, Page 622, Tract 2, Deed Book 72, Page 603, Tract 2, Deed Book 72, Page 482, Tract 2, Deed Book 72, Page 472, Tract 2, Deed Book 72, Page 462, Tract 2, Deed Book 72, Page 418, Tract 2, Deed Book 72, Page 398, Tract 2, Deed Book 72, Page 289, Tract 2, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

All of MAR 1-TRACT 3 see also Deed Book 72, Page 622, Tract 3, Deed Book 72, Page 603, Tract 3, Deed Book 72, Page 482, Tract 3, Deed Book 72, Page 472, Tract 3, Deed Book 72, Page 462, Tract 3, Deed Book 72, Page 418, Tract 3, Deed Book 72, Page 398, Tract 3, Deed Book 72, Page 289, Tract 3, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 4 see also Deed Book 73, Page 327, also a Portion of F-97 see Deed Book 5, Page 36

Portion of MAR 6 see also Deed Book 73, Page 197, Tract IV, also a Portion of F-97 see Deed Book 5, Page 36

Portion of MAR 8-TRACT 1 see also Deed Book 72, Page 729, Tract 1, also a Portion of F-81 see Deed Book 5, Page 38, F-83 overlaps into F-81

All of MAR 11 see also Deed Book 73, Page 193, a Portion of F-108 see Deed Book 3, Page 569, a Portion of F-108 see Deed Book 3, Page 569, and a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 12 see also Deed Book 72, Page 585, a Portion of F-96 see Deed Book 3, Page

573

All of MAR 15 (PROP 1) see also Deed Book 73, Page 474, Tract 1, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 15 (PROP 2) see also Deed Book 73, Page 474, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 16 see also Deed Book 72, Page 324, Tract 1, a Portion of F-107 see Deed Book 3, Page 514

All of MAR 17 see also Deed Book 72, Page 675, a Portion of F-108 see Deed Book 3, Page 569

All of MAR 18 see also Deed Book 72, Page 513, a Portion of F-181 see Deed Book 3, Page 514

Portion of MAR 19 see also Deed Book 72, Page 511, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 20 see also Deed Book 73, Page 138, Tracts 1 & 2, a Portion of F-107 see Deed Book 3, Page 514

All of MAR 22-TRACT 1 see also Deed Book 92, Page 176, Tract 1, Deed Book 92, Page 174, Tract 1, Deed Book 84, Page 450, Tract 1, Deed Book 84, Page 326, Tract 1, Deed Book 72, Page 431, Tract 1, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 22-TRACT 2 see also Deed Book 92, Page 176, Tract 2, Deed Book 92, Page 174, Tract 2, Deed Book 84, Page 450, Tract 2, Deed Book 84, Page 326, Tract 2, Deed Book 72, Page 431, Tract 2, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 32 see also Deed Book 72, Page 264, Deed Book 72, Page 305, a Portion of F-95 see Deed Book 5, Page 621 and a Portion of F-82 see Deed Book 3, Page 571, F-83 overlaps into F-95 & F-82

Portion of MAR 38 (PROP 1) see also Deed Book 72, Page 506, Tract 1, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 38 (PROP 2) see also Deed Book 72, Page 506, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 44 see also Deed Book 72, Page 149, Deed Book 72, Page 156, Deed Book 72, Page 159, Deed Book 72, Page 161, Deed Book 72, Page 163, Deed Book 72, Page 205, Deed Book 72, Page 729, a Portion of F-81 see Deed Book 5, Page 38 F-83 overlaps into F-81

Portion of MAR 51 see also Deed Book 72, Page 543, a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 52 see also Deed Book 73, Page 391, Deed Book 73, Page 427, Deed Book 73, Page 505, Deed Book 73, Page 507, Deed Book 75, Page 100, a Portion of F- 181 see Deed Book 3, Page 541, a Portion of F-115 see Deed Book 3, Page 523 and a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 56 (PROP 1) see also Deed Book 74, Page 132, and Deed Book 74, Page 134, a Portion of F-90 see Deed Book 3, Page 531

All of MAR 58 - TRACT 1 see also Deed Book 72, Page 303, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 58 - TRACT 2 see also Deed Book 73, Page 47, Deed Book 72, Page 704, Deed Book 72, Page 587, Deed Book 72, Page 583, Deed Book 72, Page 581, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 64 see also Deed Book 72, Page 98, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 69 see also Deed Book 73, Page 289, Tract 1, Deed Book 73, Page 292, Tract 1, Deed Book 73, Page 311, Tract 1, Deed Book 73, Page 316, Tract 1, Deed Book 73, Page 319, Tract 1, Deed Book 73, Page 335, Tract 1, Deed Book 73, Page 535, Tract 1, Deed Book 73, Page 600, Tract 1, Deed Book 73, Page 664, Tract 1, a Portion of F-102 see Deed Book 5, Page 90 and F-101 see Deed Book 5, Page 33

Portion of MAR 89-3-TRACT 1 see also Deed Book 72, Page 429, Tract 1, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 89-4 see also Deed Book 72, Page 810, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 92 see also Deed Book 73, Page 69, Deed Book 72, Page 777, a Portion of F-95 see Deed Book 5, Page 621, F-83 overlaps into F-95

Portion of MAR 93 see also Deed Book 72, Page 658, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 94 see also Deed Book 72, Page 727, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 95 see also Deed Book 72, Page 550, a Portion of F-96 see Deed Book 3, Page 573

Portion of MAR 100 see also Deed Book 73, Page 113, a Portion of F-107 see Deed Book 3, Page 514

Portion of MAR 143 (PROP 1) see also Deed Book 78, Page 802, Deed Book 78, Page 826, Deed Book 78, Page 841, Deed Book 78, Page 866, Deed Book 79, Page 823, Deed Book 80, Page 50, Deed Book 81, Page 224, for description see Deed Book 47, Page 95, Fourth Tract George Preece, a Portion of F-83 see Deed Book 5, Page 31

Portion of MAR 143 (PROP 2) see also Deed Book 78, Page 802, Deed Book 78, Page 826, Deed Book 78, Page 841, Deed Book 78, Page 866, Deed Book 79, Page 823, Deed Book 80, Page 50, Deed Book 81, Page 224, for description see Deed Book 47, Page 95, Fifth Tract Jasper Preece a Portion of F-94 see Deed Book 5, Page 35

Portion of MAR 147 see also Deed Book 81, Page 760, a Portion of F-77 see Deed Book 3, Page

Portion of MAR 149-1 see also Deed Book 81, Page 762, Deed Book 81, Page 764, Deed Book 81, Page 775, Deed Book 81, Page 777, Deed Book 81, Page 788, Deed Book 81, Page 802, Deed Book 82, Page 01, Tract 1, Deed Book 82, Page 13, Deed Book 82, Page 22, Deed Book 82, Page 37, Tract 1, Deed Book 82, Page 202, Tract 1, Deed Book 82, Page 349, Deed Book 82, Page 375, Deed Book 82, Page 436, Deed Book 82, Page 438, Deed Book 82, Page 440, Deed Book 83, Page 31, Deed Book 83, Page 422, Deed Book 83, Page 424, Deed Book 84, Page 357, Tract 1, Deed Book 84, Page 433, Deed Book 85, Page 156, Deed Book 117, Page 531, Tract 1, a Portion of F-77 see Deed Book 3, Page 519

Portion of MAR 150 see also Deed Book 82, Page 407, Deed Book 82, Page 468, Deed Book 91, Page 365, a Portion of F-82 see Deed Book 3, Page 571, F-83 overlaps into F-82

Portion of MAR 155 see also Deed Book 83, Page 7, a Portion of F-80 see Deed Book 3, Page 572

Portion of MAR 190 see also Deed Book 124, Page 114, a Portion of F-106 see Deed Book 5, Page 1, Tract 2

All recorded in the Martin County Clerk's office.

The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at a found 1/2 inch rebar iron pin (no cap) in concrete, being a new survey corner, at the Southwest corner of Kentucky Power Company, Deed Book 94, Page 76, and being a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13) and also being a corner to MAR 143 (PROP 2), said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,819,111.741' and East: 5,867,618.037'; Thence forming a new survey boundary, leaving said Pocahontas with the Southern and Eastern boundaries of the Kentucky Power Company, Deed Book 94, Page 76, the following two (2) courses and distances: South 53°52'01" East - 600.01 feet, to a found 1/2 inch rebar iron pin (no cap) in concrete; Thence North 36°05'32" East - 970.99 feet, to an iron pin (set), in the Western boundary of said Kentucky Power Company, said iron pin (set) being referenced South 36°05'32" West - 30.83 feet, from a found 1/2 inch rebar iron pin (no cap) in concrete, at the Northeast corner of said Kentucky Power Company; Thence leaving said Kentucky Power Company, through MAR 143 (PROP 1), MAR 143 (PROP 2) and into MAR 150, South 53°23'43" East - 430.85 feet, to an iron pin (set); Thence South 88°42'22" East - 26.98 feet, to an iron pin (set); Thence South 51°28'36" East - 145.39 feet, to an iron pin (set); Thence South 89°10'18" East -

1440.18 feet, to an iron pin (set); Thence North 28°28'33" East - 243.03 feet, to an iron pin (set); Thence North 07°28'54" East - 205.64 feet, to an iron pin (set); Thence North 14°23'12" West - 163.46 feet, to an iron pin (set); Thence North 10°00'41" East - 189.51 feet, to an iron pin (set); Thence North 20°35'20" East - 90.47 feet, to an iron pin (set); Thence North 46°37'25" East - 190.82 feet, to an iron pin (set); Thence South 65°49'08" East - 135.87 feet, to an iron pin (set), within MAR 150; Thence through MAR 150 and into MAR 149-1, North 42°07'44" East - 641.33 feet, to an iron pin (set), within MAR 149-1; Thence through MAR 149-1 and into MAR 147, North 88°34'28" East - 425.73 feet, to an iron pin (set); Thence South 75°39'51" East - 606.10 feet, to an iron pin (set), within MAR 147; Thence through MAR 147 and into MAR 44, South 42°34'55" East - 221.72 feet, to an iron pin (set); Thence South 25°40'21" East - 301.10 feet, to a mag nail (set), within MAR 44; Thence through MAR 44 and into MAR 155, South 70°36'08" East - 200.01 feet, to a mag nail (set); Thence South 61°04'41" East - 325.35 feet, to an iron pin (set), within MAR 155; Thence through MAR 155 and into MAR 44, South 48°49'17" East - 136.10 feet, to an iron pin (set); Thence South 20°41'35" East - 206.28 feet, to an iron pin (set); Thence South 89°09'32" West - 251.81 feet, to a mag nail (set); Thence South 64°52'32" West - 130.97 feet, to a mag nail (set); Thence South 89°34'22" West - 191.28 feet, to an iron pin (set), within MAR 44; Thence through MAR 44 and into MAR 8 TRACT 1, North 08°16'33" West - 302.52 feet, to an iron pin (set); Thence North 26°11'05" West - 83.40 feet, to a mag nail (set); Thence North 45°55'45" West - 55.49 feet, to an iron pin (set); Thence North 70°40'34" West - 175.16 feet, to an iron pin (set); Thence North 83°19'19" West - 230.31 feet, to a mag nail (set); Thence South 77°59'07" West - 43.43 feet, to a mag nail (set); Thence South 55°07'44" West - 68.53 feet, to an iron pin (set); Thence South 47°49'52" West - 92.82 feet, to an iron pin (set), within MAR 8 TRACT 1; Thence through MAR 8 TRACT 1 and into MAR 150, South 21°52'36" West - 33.42 feet, to an iron pin (set); Thence South 02°20'45" West - 36.42 feet, to an iron pin (set); Thence South 08°38'10" East - 207.10 feet, to an iron pin (set); Thence South 00°53'51" East - 139.70 feet, to an iron pin (set); Thence South 26°42'58" West - 85.58 feet, to an iron pin (set); Thence South 26°23'44" West - 185.01 feet, to an iron pin (set); Thence South 37°58'07" West - 236.60 feet, to an iron pin (set), within MAR 150; Thence through MAR 150, South 47°52'58" West - 199.94 feet, to an iron pin (set); Thence South 66°22'21" West - 119.64 feet, to an iron pin (set); Thence South 62°12'58" West - 152.17 feet, to an iron pin (set); Thence South 74°59'59" West - 75.77 feet, to an iron pin (set); Thence North 88°09'13" West - 152.74 feet, to an iron pin (set); Thence South 74°46'20" West - 121.00 feet, to an iron pin (set); Thence South 84°22'07" West - 237.61 feet, to an iron pin (set); Thence South 59°39'20" West - 137.15 feet, to an iron pin (set); Thence South 47°40'43" West - 91.68 feet, to a point near the center of an existing gravel road and a common corner to MAR 150, MAR 143 (PROP 2), MAR 32 and MAR 176, said point being referenced, North 38°52'53" West - 34.96 feet, from a reference mag nail (set); Thence leaving MAR 150, MAR 143 (PROP 2), and MAR 176, through MAR 32 and into MAR 92, South 34°01'37" West - 108.87 feet, to an iron pin (set); Thence South 40°10'53" West - 186.10 feet, to an iron pin (set); Thence South 44°46'28" West - 398.70 feet, to an iron pin (set); Thence South 72°33'18" West - 332.19 feet, to an iron pin (set), within MAR 92; Thence through MAR 92, Mar 82 and into MAR 32, South 45°37'04" West - 174.20 feet, to an iron pin (set), within MAR 82; Thence South 26°17'50" West - 806.16 feet, to a mag nail (set), within MAR 92; Thence South 39°53'21" West - 363.50 feet, to an iron pin (set); Thence South 32°36'32" East - 376.79 feet, to an iron pin (set); Thence South 41°08'38" East - 444.84 feet, to an iron pin (set), within MAR 32; Thence through

MAR 32 and into MAR 64, South 16°43'08" East - 264.76 feet, to a mag nail (set), within MAR 64; Thence through MAR 64, MAR 22 and into MAR 95, South 69°07'43" East - 206.13 feet, to an iron pin (set); Thence South 41°04'25" East - 617.15 feet, to an iron pin (set); Thence South 66°55'38" East - 550.56 feet, to an iron pin (set), within MAR 95; Thence through MAR 95 and into MAR 12, North 86°35'11" East - 633.27 feet, to an iron pin (set) within MAR 12; Thence through MAR 12 and into MAR 32, South 07°37'29" West - 122.48 feet, to an iron pin (set); Thence South 13°18'23" West - 772.33 feet, to an iron pin (set); Thence North 74°59'37" East - 791.68 feet, to an iron pin (set); Thence North 04°40'54" East - 460.97 feet, to an iron pin (set); Thence South 89°42'34" East - 496.15 feet, to an iron pin (set); Thence North 42°41'42" East - 584.94 feet, to an iron pin (set); Thence North 00°01'39" West - 122.11 feet, to a mag nail (set); Thence North 37°04'28" West - 583.17 feet, to an iron pin (set), within MAR 32; Thence through MAR 32 and into MAR 6, North 23°46'51" East - 264.45 feet, to an iron pin (set); Thence North 61°15'37" East - 589.52 feet, to an iron pin (set) within MAR 6; Thence through MAR 6 and into MAR 4, North 50°22'13" East - 332.60 feet, to an iron pin (set); Thence North 57°46'23" East - 156.07 feet, to an iron pin (set), within MAR 4; Thence through MAR 4 and into MAR 69, North 23°16'56" East - 287.16 feet, to a mag nail (set); Thence North 89°58'18" East - 231.05 feet, to an iron pin (set); Thence South 67°10'26" East - 109.75 feet, to an iron pin (set); Thence South 16°50'23" East - 182.74 feet, to a mag nail (set); Thence North 88°41'37" East - 187.67 feet, to an iron pin (set); Thence South 38°50'55" East - 216.89 feet, to an iron pin (set); Thence South 16°17'57" West - 590.56 feet, to an iron pin (set), within MAR 69; Thence through MAR 69, MAR 190 and into MAR 16, South 18°36'24" East - 394.42 feet, to an iron pin (set); Thence South 02°34'43" East - 1189.92 feet, to an iron pin (set); Thence South 14°25'35" West - 406.54 feet, to an iron pin (set); Thence South 89°46'47" West - 182.78 feet, to an iron pin (set); Thence South 31°16'15" West - 1661.47 feet, to a mag nail (set), within MAR 16; Thence through MAR 16, South 69°29'11" West - 509.04 feet, to an iron pin (set), within MAR 16, in the proposed Northern 100-foot easement of an existing haul road; Thence with the proposed Northern 100-foot easement, along an existing haul road, and running through MAR 16, MAR 89-3 TRACT 1, MAR 20, MAR 100, MAR 19, MAR 52, MAR 51, MAR 38 (PROP 1), MAR 15 (PROP 2), MAR 38 (PROP 2), MAR 93, MAR 89-4, MAR 94, MAR 58 TRACT 2, MAR 1 TRACT 2, and into MAR 56 (PROP 1) the following fifty two (52) courses and distances: North 77°14'54" West - 117.38 feet, to a point; Thence North 69°33'10" West - 74.94 feet, to a point; Thence North 65°05'24" West - 66.94 feet, to a point; Thence North 59°03'37" West - 177.51 feet, to a point; Thence North 59°22'45" West - 97.93 feet, to a point; Thence North 64°59'03" West - 108.09 feet, to a point; Thence North 70°49'06" West - 104.98 feet, to a point; Thence North 76°13'29" West - 93.94 feet, to an iron pin (set); Thence North 78°53'03" West - 263.91 feet, to an iron pin (set); Thence North 77°13'10" West - 70.29 feet, to a point; Thence North 71°47'37" West - 66.33 feet, to a point; Thence North 69°08'02" West - 67.43 feet, to a point; Thence North 63°03'11" West - 64.25 feet, to a point; Thence North 59°28'49" West - 156.36 feet, to a point; Thence North 64°31'01" West - 110.74 feet, to a point; Thence North 72°42'11" West - 77.77 feet, to a point; Thence North 77°29'32" West - 68.25 feet, to a point; Thence North 80°59'33" West - 78.52 feet, to a point; Thence North 86°25'49" West - 87.03 feet, to a point; Thence South 88°31'24" West - 82.05 feet, to an iron pin (set); Thence South 80°28'36" West - 87.69 feet, to an iron pin (set); Thence South 78°07'46" West - 288.25 feet, to a point; Thence South 84°41'50" West - 113.20 feet, to a point; Thence South 89°00'41" West - 107.86 feet, to an iron pin (set); Thence North 79°38'29" West - 35.49

feet, to a point; Thence North 75°34'37" West - 55.67 feet, to a point; Thence North 64°53'02" West - 72.14 feet, to a point; Thence North 59°56'29" West - 71.48 feet, to a point; Thence North 56°18'38" West - 77.94 feet, to a point; Thence North 52°02'34" West - 140.06 feet, to a point; Thence North 56°05'55" West - 231.27 feet, to an iron pin (set); Thence North 55°47'02" West - 347.01 feet, to an iron pin (set); Thence North 56°31'09" West - 953.32 feet, to an iron pin (set); Thence North 59°36'58" West - 117.12 feet, to an iron pin (set); Thence North 56°29'35" West - 76.99 feet, to a point; Thence North 53°24'31" West - 90.25 feet, to a point; Thence North 50°47'26" West - 109.31 feet, to a point; Thence North 47°20'21" West - 161.23 feet, to a point; Thence North 47°54'42" West - 164.11 feet, to an iron pin (set); Thence North 51°13'35" West - 458.67 feet, to an iron pin (set); Thence North 52°34'53" West - 255.32 feet, to an iron pin (set); Thence North 55°34'51" West - 178.83 feet, to a point; Thence North 58°52'59" West - 194.10 feet, to a point; Thence North 59°37'53" West - 194.36 feet, to a point; Thence North 62°05'46" West - 121.44 feet, to a point; Thence North 59°34'01" West - 310.87 feet, to an iron pin (set); Thence North 61°07'11" West - 350.31 feet, to an iron pin (set); Thence North 55°25'25" West - 212.81 feet, to a point; Thence North 55°12'06" West - 215.68 feet, to a point; Thence North 47°28'59" West - 141.52 feet, to a point; Thence North 39°29'00" West - 176.83 feet, to a point; Thence North 37°22'38" West - 192.10 feet, to a mag nail (set), in the proposed Northern 100 foot easement of an existing haul road, within MAR 56 (PROP 1); Thence leaving said proposed Northern 100 foot easement, through MAR 56 (PROP 1), North 22°53'32" East - 285.68 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723", a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05); Thence with the Eastern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05) the following six (6) courses and distances: North 47°55'00" East - 421.20 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 21°19'30" East - 590.66 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 53°29'35" East - 374.86 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 28°38'12" East - 429.00 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723"; Thence North 02°25'00" West - 580.00 feet, to a found mag nail with a 2-inch aluminum washer stamped "AEI LPLS 3723"; Thence North 32°00'00" East - 99.00 feet, to a found 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723", being a common corner between Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05) and Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13); Thence leaving Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 62, Page 05), with the Eastern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company, Deed Book 208, Page 50 (see also Pocahontas Kentucky Corporation, Deed Book 91, Page 01, Parcel 13) the following two (2) courses and distances: North 40°20'54" East - 227.41 feet, to a point, said point being referenced North 47°19'39" West - 166.32 feet, from a found reference 5/8-inch rebar iron with 1-1/2 inch aluminum cap stamped "AEI LPLS 3723"; Thence North 66°42'03" East - 526.24 feet, to the point of

BEGINNING.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 29,961,358.92 Sq. Ft. or 687.82 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023 and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

Legal Description - Survey Area 2
6,353,751.04 Sq. Ft. or 145.86 Acres
Less a 40'x120' Cemetery
4,800.00 Sq. Ft. or .011 Acres
Total for Survey Area 2
6,348,951.04 Sq. Ft. or 145.75 Acres

A certain survey area that lays approximately 2800 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 9500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Southern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies, Southwesterly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

Portion of MAR 1-TRACT 2 see also Deed Book 72, Page 622, Tract 2, Deed Book 72, Page 603, Tract 2, Deed Book 72, Page 482, Tract 2, Deed Book 72, Page 472, Tract 2, Deed Book 72, Page 462, Tract 2, Deed Book 72, Page 418, Tract 2, Deed Book 72, Page 398, Tract 2, Deed Book 72, Page 289, Tract 2, also a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 56 (PROP 1) see also Deed Book 74, Page 132, Deed Book 74, Page 134, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 56 (PROP 2), see also Deed Book 72, Page 665, Tract 2 & 3, a Portion of F-90 see Deed Book 3, Page 531 cemetery excepted (not found)

Portion of MAR 56 (PROP 3) see also Deed Book 72, Page 665, Tract 1 & 3, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 58 - TRACT 2 see also Deed Book 73, Page 47, Deed Book 72, Page 704, Deed Book 72, Page 587, Deed Book 72, Page 583, Deed Book 72, Page 581, a Portion of F-93 see Deed Book G, Page 427 Tract 2

Portion of MAR 60 see also Deed Book 73, Page 41 Tract 1, Deed Book 73, Page 47, a Portion of F-90 see Deed Book 3, Page 531

Portion of MAR 89-2 see also Deed Book 74, Page 212 Tracts 1, 2, and 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 89-3-TRACT 2 see also Deed Book 72, Page 429, Tract 2, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 93 see also Deed Book 72, Page 658, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 94 see also Deed Book 72, Page 727, a Portion of F-108 see Deed Book 3, Page 569

All recorded in the Martin County Clerk's office.

The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at a mag nail (set), in the proposed Southern 100 foot easement line at an existing haul road and being a new survey corner within MAR 56 (PROP 1), said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,816,265,525' and East: 5,865,769.239'; Thence forming a new survey boundary, with the proposed Southern 100 foot easement, along an existing haul road, and running through MAR 56 (PROP 1), MAR 56 (PROP 2), MAR 1 TRACT 2, MAR 58 TRACT 2, MAR 94 and into MAR 89-2 the following eighteen (18) courses and distances: South 37°22'38" East - 136.83 feet, to a point; Thence South 39°29'00" East - 185.66 feet, to a point; Thence South 47°28'59" East - 155.26 feet, to a point; Thence South 55°12'06" East - 222.62 feet, to a point; Thence South 55°25'25" East - 217.98 feet, to an iron pin (set); Thence South 61°07'11" East - 353.93 feet, to an iron pin (set); Thence South 59°34'01" East - 311.72 feet, to a point; Thence South 62°05'46" East - 121.49 feet, to a point; Thence South 59°37'53" East - 191.55 feet, to a point; Thence South 58°52'59" East - 190.56 feet, to a point; Thence South 55°34'51" East - 173.33 feet, to an iron pin (set); Thence South 52°34'53" East - 251.52 feet, to an iron pin (set); Thence South 51°13'35" East - 454.60 feet, to a mag nail (set); Thence South 47°54'42" East - 160.71 feet, to a point; Thence South 47°20'21" East - 163.75 feet, to a point; Thence South 50°47'26" East - 114.61 feet, to a point; Thence South 53°24'31" East - 95.23 feet, to a point; Thence South 56°29'35" East - 41.89 feet, to an iron pin (set), within MAR 89-2, at the intersection of the proposed Southern 100-foot easement of a haul road and the proposed Western 40-foot easement of another haul road; Thence leaving said proposed 100-foot easement, with the proposed Western 40-foot easement along an existing haul road and running through MAR 89-2 and MAR 89-3 TRACT 2 the following four (4) courses and distances: South 42°42'53" West - 166.14 feet, to an iron pin (set); Thence South 40°01'54" West - 562.22 feet, to an iron pin (set); Thence South 36°56'16" West - 230.40 feet, to a mag nail (set); Thence South 31°49'12" West - 82.55 feet, to an iron pin (set), in the proposed Western 40-foot easement and being a common corner to Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104); Thence leaving said proposed 40-foot easement, with the Northern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) the following two (2) course and distances: South 81°58'30" West - 158.19 feet, to an iron pin (set); Thence South 60°30'10" West - 95.27 feet, to an iron pin (set), at a common corner with Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) and Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4); Thence leaving Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208,

Page 50 (see also Deed Book 4A, Page 104) with the Northern and Western boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4) the following thirteen (13) courses and distances: North 56°26'37" West - 93.80 feet, to an iron pin (set); Thence North 42°11'37" West - 106.30 feet, to a mag nail (set); Thence North 32°16'37" West - 178.60 feet, to an iron pin (set); Thence North 43°06'37" West - 83.20 feet, to an iron pin (set); Thence North 71°51'37" West - 96.80 feet, to an iron pin (set); Thence North 59°01'37" West - 106.20 feet, to an iron pin (set); Thence North 87°06'37" West - 84.90 feet, to an iron pin (set); Thence North 62°36'37" West - 50.80 feet, to an iron pin (set); Thence North 70°21'37" West - 153.10 feet, to an iron pin (set); Thence North 67°26'37" West - 104.30 feet, to an iron pin (set); Thence South 30°01'48" East - 174.97 feet, to an iron pin (set); Thence South 31°14'20" West - 295.04 feet, to an iron pin (set); Thence South 71°14'29" West - 1302.22 feet, to an iron pin (set), in the Western boundary of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 24, Page 347, Tract 4); Thence leaving said Pocahontas through MAR 60 the following two (2) courses and distances: North 52°34'40" West - 210.87 feet, to an iron pin (set); Thence North 20°18'17" West - 1250.79 feet, to an iron pin (set), within MAR 60; Thence continuing through MAR 60, MAR 56 (PROP 3), MAR 56 (PROP 2) and MAR 56 (PROP 1), North 22°53'32" East - 2112.54 feet, to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 6,353,751.0 Sq. Ft. or 145.86 Acres, less a 40'x120' Cemetery - 4,800.00 Sq. Ft. or .011 Acres, Total for Survey Area 2 - 6,348,951.04 Sq. Ft. or 145.75 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023, and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

Legal Description - Survey Area 3
1,951,537.54 Sq. Ft. or 44.80 Acres

A certain survey area that lays approximately 6000 feet Southeasterly of Kentucky Highway 1439 (Wolf Creek Road) and approximately 6500 feet Westerly of Kentucky Highway 1714 (Pigeon Roost Road), and abuts the proposed Southern 100 foot easement along an existing haul road that runs between Kentucky Highway 1439 (Wolf Creek Road) and Kentucky Highway 1714 (Pigeon Roost Road), this survey area generally lies, Southerly of Petercave Fork Road (an area known as Threeforks), in Martin County, Kentucky. Said survey being through a portion of the Triple H. Real Estate, LLC. properties, Deed Book 208, Page 50, and Deed Book 185, Page 252 and referenced as follows:

Portion of MAR 15 (PROP 2) see also Deed Book 73, Page 474, Tracts 2 & 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 38 (PROP 1) see also Deed Book 72, Page 506, Tract 1, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 51 see also Deed Book 72, Page 543, a Portion of F-181 see Deed Book 3, Page 541

Portion of MAR 67 see also Deed Book 72, Page 785, a Portion of F-115 see Deed Book 3, Page 523

Portion of MAR 89-2 see also Deed Book 74, Page 212 Tracts 1, 2, and 3, a Portion of F-108 see Deed Book 3, Page 569

Portion of MAR 89-3-TRACT 2 see also Deed Book 72, Page 429, Tract 2, a Portion of F-108 see Deed Book 3, Page 569

All recorded in the Martin County Clerk's office.
The above MAR Tract numbers will be referenced in the following description.

A more particular description follows:

Unless stated otherwise any monument referred to herein as iron pin (set) is a 5/8-inch diameter rebar iron pin, 24 inches in length, with a 1 ½ inch diameter aluminum cap stamped "AEI LPLS 3723" also any monument referred to herein as mag nail (set) is a 8-inch magnetic nail with a 2 inch aluminum washer stamped "AEI LPLS 3723". All bearings stated herein are based on the Kentucky State Plane Coordinate System, NAD 83, Single Zone.

BEGINNING at an iron pin (set), at the intersection of the proposed Southern 100-foot easement along an existing haul road and the proposed Eastern 40-foot easement of another existing haul road within MAR 89-2, said beginning iron pin having Kentucky State Plane Coordinates, NAD 83, Single Zone of North: 3,814,147.901' and East: 5,868,632.384'; Thence forming a new survey boundary, with the proposed Southern 100 foot easement line, along an existing haul road, and running through MAR 89-2, MAR 15 (PROP 2), MAR 38 (PROP 1), and into MAR 51 the following

ten (10) courses and distances: South 59°36'58" East - 117.15 feet, to an iron pin (set); Thence South 56°31'09" East - 949.97 feet, to an iron pin (set); Thence South 55°47'02" East - 346.65 feet, to a mag nail (set); Thence South 56°05'55" East - 228.01 feet, to an iron pin (set); Thence South 52°02'34" East - 140.25 feet, to a point; Thence South 56°18'38" East - 84.84 feet, to a point; Thence South 59°56'29" East - 78.97 feet, to a point; Thence South 64°53'02" East - 85.82 feet, to a point; Thence South 75°34'37" East - 68.58 feet, to a point; Thence South 79°38'29" East - 48.97 feet, to a mag nail (set), in the said proposed Southern 100 foot easement line of an existing haul road, within MAR 51; Thence leaving said proposed 100-foot easement, through MAR 51 and into Mar 67, South 04°46'46" West - 70.13 feet, to an iron pin (set); Thence South 11°55'10" East - 39.33 feet, to an iron pin (set); Thence South 17°27'03" East - 104.57 feet, to an iron pin (set); Thence South 06°38'37" East - 58.51 feet, to an iron pin (set); Thence South 08°57'46" West - 24.18 feet, to an iron pin (set); Thence South 37°13'13" West - 20.46 feet, to an iron pin (set); Thence South 52°13'06" West - 57.61 feet, to an iron pin (set); Thence South 62°38'44" West - 256.54 feet, to an iron pin (set); Thence South 58°49'50" West - 112.37 feet, to an iron pin (set), within Mar 67; Thence through MAR 67 and into MAR 89-2, South 56°44'19" West - 157.17 feet, to a mag nail (set); Thence South 54°52'23" West - 103.78 feet, to an iron pin (set); Thence South 58°23'44" West - 93.31 feet, to an iron pin (set); Thence North 89°50'42" West - 378.51 feet, to a mag nail (set); Thence North 02°01'40" East - 168.03 feet, to an iron pin (set); Thence North 07°40'39" West - 127.00 feet, to a mag nail (set); Thence North 56°04'22" West - 239.86 feet, to an iron pin (set), within MAR 89-2; Thence through MAR 89-2, South 86°04'55" West - 119.82 feet, to an iron pin (set); Thence South 72°36'38" West - 50.00 feet, to an iron pin (set), a common corner of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104); Thence with the Northern boundaries of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104) the following four (4) courses and distances: North 17°23'22" West - 495.00 feet, to an iron pin (set); Thence North 71°23'22" West - 330.00 feet, to an iron pin (set); Thence North 77°23'22" West - 495.00 feet, to an iron pin (set); Thence South 81°58'30" West - 110.13 feet, to an iron pin (set), in the Northern boundary of Pocahontas Surface Interests LLC, a Virginia limited liability company Deed Book 208, Page 50 (see also Deed Book 4A, Page 104), within MAR 89-3 TRACT 2 and also being in the proposed Eastern 40-foot easement of an existing haul road; Thence leaving said Pocahontas, with the proposed Eastern 40-foot easement along and existing haul road and running through MAR 89-3 TRACT 2 and MAR 89-2 the following four (4) courses and distances: North 31°49'12" East - 47.38 feet, to an iron pin (set); Thence North 36°56'16" East - 227.53 feet, to an iron pin (set); Thence North 40°01'54" East - 560.21 feet, to an iron pin (set); Thence North 42°42'53" East - 171.69 feet, to the point of **BEGINNING**.

Above description is subject to any and all electric, telephone, gas, oil water and sewer lines and easements, and to all other lines, easements, leases, and Right-of-Ways that may exist, both recorded and unrecorded.

Containing a total survey area of 1,951,537.54 Sq. Ft. or 44.80 Acres, as shown on survey prepared by James D. Cansler, LPLS #3723, with Associated Engineers, Inc., surveyed on January 19, 2023, and signed on September 6, 2023 and designated as Job Number 190254D.

Being a portion of the same property conveyed to Grantor by deed dated December 13, 2013, of record in Deed Book 185, Page 252, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50, in the Martin County Clerk's Office.

SOURCE OF TITLE:

Each of the above-described properties being a portion of the same property conveyed by deed dated September 12, 2023, of record in Deed Book 210, Page 96, and by boundary line agreement dated January 12, 2023, of record in Deed Book 208, Page 50 in the Martin County Clerk's Office.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Agreement (the "**Effective Date**"), by and between Triple H Real Estate, LLC, a West Virginia limited liability company ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

RECITALS

A. Grantor owns the real property located in Martin County, Kentucky, as legally described on Exhibit "A" attached hereto (the "**Property**"); and

B. Grantee desires to obtain an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility, commonly known as Lynn Bark Energy Center in Martin County, Commonwealth of Kentucky (the "**Project**").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1 - GRANT OF RIGHTS

1.1 **Grant of Easement.** Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1" (which shall be narrowed to a 150-foot wide corridor located anywhere within said area as and when provided in Section 1.5 below). The portion of the Property that is from time to time covered by the Easement (i.e., initially the portion depicted on Exhibit "A-1", and later said 150-foot wide corridor) is referred to herein as the "**Easement Area**".

1.2 **Purposes of Easement.** The Easement is for the following purposes and activities (collectively, "**Operations**"): (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment including, without limitation, any roads, bridges, culverts, erosion control facilities, and gates, as may be necessary to provide access to any of the foregoing (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, and communications

and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

1.3 Nature of Easement; Grantor Reservation of Rights; Limitations.

(a) The Easement includes, without limitation, (a) the right of access, ingress and egress on, over and across the Easement Area, including access to and between any Facilities, and (b) the right to conduct any and all Operations on the Easement Area, in each case in connection with, for the benefit of and for purposes incidental to Grantee's operations and activities on the Easement Area and on lands in the vicinity of and outside the Easement Area.

(b) Grantor reserves and shall continue to enjoy the surface and subsurface of the Property (including, without limitation, the surface and subsurface of the Easement Area) for all purposes which do not interfere with Grantee's Operations or prevent the use by the Grantee of the Facilities. Notwithstanding the foregoing, Grantor agrees not to erect any obstruction on the Easement Area other than fences; provided however, as to erection of fences, Grantor agrees not to fence the length of the Easement Area and, if any cross-fencing of the Easement Area occurs, Grantor, at its expense, shall install gates to allow the Grantee continued access to the Easement Area. Grantor further agrees not to attach any fences to any of the Grantee's utility poles.

(c) Neither the Grantee, nor its agents, employees, contractors, and subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish or camp on the Easement Area, nor shall it, or any of its agents, employees, contractors or subcontractors, carry onto the Easement Area, firearms, dogs, fishing equipment or other articles ordinarily used for hunting or fishing. Furthermore, neither the Grantee, its agents, employees, contractors, or subcontractors shall be allowed to go upon the Easement Area for any purpose other than in pursuit of the purposes set forth in this Agreement. The Grantee agrees that it will expressly inform its employees, agents, contractors and subcontractors of these restrictions prior to their initial entry onto the Easement Area, and shall take such disciplinary actions as it deems appropriate for violations of these restrictions.

(d) In the event Grantee's Facilities or its use of the Easement Area will permanently or temporarily block Grantor's access to the Property or any portion thereof, Grantee, at Grantee's expense, shall provide reasonably suitable replacement access until such time as Grantor's access is restored.

1.4 Payment of Consideration. As part of or promptly following the execution of this Agreement, Grantor (including all persons or entities that comprise Grantor) shall deliver to Grantee a completed Internal Revenue Service Form W-9 (the "**W-9**"). Grantee shall have no obligation to make any payments of any amounts due to Grantor hereunder until Grantor returns to Grantee such completed W-9, and Grantee's failure or refusal to make any payment of any amount due to Grantor hereunder as a result of Grantor's failure to deliver the W-9 shall not constitute a default hereunder.

(a) **Initial Payment.** Within thirty (30) days after the Effective Date, Grantee shall deliver to Grantor [REDACTED] (the "**Initial Payment**"). The Initial

Payment shall and is hereby acknowledged by Grantor to be full consideration for the period between the Effective Date and the Commencement of Construction (defined in Section 1.5.1).

(b) Installation Fee. Prior to the Commencement of Construction, Grantee shall deliver to Grantor [REDACTED] (the "*Installation Fee*").

(c) Reimbursement of Damages. After Grantee narrows the Easement Area as contemplated in Section 1.5 below, to the extent Grantee damages any part of the Property outside of the Easement Area, Grantee shall restore such damaged property or otherwise reimburse Grantor for the fair market value of such damage. If any of Grantor's growing crops are materially damaged or destroyed as a result of the Operations, then Grantee shall promptly pay to Grantor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Grantor in planting, irrigating and fertilizing such crops or the fair market value of such crops in their condition prior to such damage, destruction or removal. Grantee may request that Grantor not grow crops within a reasonable area around Facilities and thereafter no crop damage payments will be payable with respect to such areas.

1.5 Narrowing of Easement Area; Construction of Facilities.

1.5.1 The Grantee will submit to Grantor for review the plans and specifications of the Facilities and showing the specific 150-foot wide corridor (which shall constitute the narrowing of the Easement Area as contemplated in Section 1.1 above), the actual number of linear feet in the Easement Area (each an "*Actual Linear Foot*", and collectively "*Actual Linear Feet*") and the number and location of any poles, support wires, or electric lines, gates, and any other improvement associated with the Facilities proposed to be constructed by the Grantee. Grantor shall have twenty (20) days thereafter to review the plans and specifications for the Facilities and make reasonable written requests for changes, alternative procedures, or accommodations that will help to preserve the integrity and aesthetics of the Easement Area. The plans and specifications, and any changes or modifications thereto, shall be submitted to Grantor for review no less than twenty (20) days before work on the Facilities begins accompanied by a notice setting forth the date upon which work will begin on the Facilities (the "*Commencement of Construction*"). After Grantee has delivered such notice setting forth the Commencement of Construction, Grantee shall have the unilateral right to file a notice or amendment to the memorandum of this Agreement in the official records of the County in which the Property is situated that sets forth the Commencement of Construction. Grantee shall also submit plans and specifications to Grantor for review no less than twenty (20) days before any proposed changes or modifications to the existing Facilities are implemented. Upon completion of construction of the Facilities, Grantee shall unilaterally record a partial release that (a) sets forth the legal description of said 150-foot wide corridor and (b) releases back to Grantor all of Grantee's right, title and interest in the portion of said Easement Area that is outside of, and not included in, said 150-foot wide corridor. Thereafter, said 150-foot wide corridor shall be deemed to be the Easement Area for purposes of this Agreement.

1.5.2 The Grantee shall not affix lights or lighting equipment of any kind to the poles, structures or wires unless required by Federal Aviation Administration regulations. Grantee shall clearly mark or delineate the boundaries of the Easement Area during the initial construction of the Facilities.

SECTION 2 - MISCELLANEOUS RIGHTS AND OBLIGATIONS

2.1 Indemnity.

2.1.1 Grantee shall indemnify and hold Grantor and its grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantee's Operations on the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor or its agents, employees, contractors, invitees or licensees, or, to the extent caused by any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, petroleum product, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special waste which is now or hereafter classified by any law or regulation as hazardous or toxic (each, a "**Hazardous Material**") and existing prior to the execution of this Agreement.

2.1.2 Grantor shall indemnify and hold Grantee and its affiliates, grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from Grantor's use of the Property, including, without limitation, Grantor's use of fire and flammable substances to burn any area of the Property, or the existence of any Hazardous Material existing prior to the execution of this Agreement. If any of Grantee's Facilities or Operations are impaired, damaged or destroyed as a result of Grantor's operations, including but not limited to burning activities on the Property or the use or existence of any Hazardous Material on the Property, then Grantor shall promptly pay to Grantee an amount equal to the actual out-of-pocket costs incurred by Grantee to restore or replace such items.

2.2 Restoration. Within twelve (12) months after Grantee has permanently ceased Operations on the Easement Area, Grantee shall (a) remove from the Easement Area any Facilities owned, installed or constructed by Grantee thereon, except for any roads and (b) leave the surface of the Easement Area free from debris; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) two (2) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period.

2.3 Ownership of Improvements. Grantor and Grantee acknowledge and agree that (a) the Facilities are and shall be severable and separable from each other, (b) Grantor shall have no ownership or other interest in any Facilities installed or placed on the Easement Area, and Grantee may remove any or all Facilities at any time and from time to time, (c) to the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Facilities or any portion thereof and (d) if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Lender's Lien (as defined below) from time to time existing against the Facilities or any portion thereof.

2.4 Default; Remedies.

(a) Grantor shall provide written notice to Grantee and to any Lender (as defined in Section 2.5) whose notice address has been provided to Grantor, of any material breach by Grantee (the "**Breach Notice**"). Grantee shall have thirty (30) days to cure any such monetary breach and sixty (60) days to cure any such non-monetary breach after Grantee's receipt of the Breach Notice. Any Lender shall have an additional thirty (30)

days to cure any such monetary breach (for a total of sixty (60) days) and an additional thirty (30) days (for a total of ninety (90) days) to cure any such non-monetary breach after Lender's receipt of the Breach Notice. So long as Grantee or any Lender has commenced and is diligently proceeding in good faith to cure such breach, Grantee or any Lender shall have a reasonable period beyond such initial 30 or 60-day period to cure if such cure cannot reasonably be completed within such 30 or 60-day period, including the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right and ability to effect such cure. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing any default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (and its employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Grantee hereunder.

(b) Subject to Lender's rights in Section 3, upon an uncured event of default by a defaulting party under this Agreement, the non-defaulting party shall have and shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, all of which remedies shall be cumulative. Such remedies shall include (a) the right in the non-defaulting party to pay or perform any obligations of the defaulting party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the defaulting party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance and (b) if Grantor is the defaulting party, the right in Grantee (but not the obligation) to (i) offset any damages or losses (including any such out-of-pocket costs) it incurs by reason of Grantor's default against any amounts due to Grantor hereunder, and (ii) seek and obtain injunctive relief, specific performance or other equitable relief (Grantor hereby acknowledging and agreeing that (A) Grantee may not have an adequate remedy at law and (B) Grantee shall not be required to post any bond in connection therewith).

2.5 Right To Assign and Encumber. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or this Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any Lender as security for the repayment of any indebtedness or the performance of any obligation (a "**Lender's Lien**"). As used herein, the term "**Lender**" includes any financial institution or other person or entity that from time to time provides secured financing for one, some or all of the Project, the Facilities or Operations, collectively with any agents, security or collateral agents, owner trustees, indenture trustees, loan trustees, loan participants or participating or syndicated lenders involved in whole or in part in such financing, and their respective grantees, representatives, successors and assigns, including, but not limited to, tax equity and other similar investors. Such transfer, assignment, alienation, license, grant, hypothecation, mortgage or pledge shall have the effect of releasing Grantee from any of its obligations hereunder, to the extent the assignee(s) assumes the obligations of Grantee in writing, in which event Grantee shall have no continuing liability.

2.6 Prevention of Damage. Grantee shall take reasonable steps to prevent its Operations from: (i) causing or contributing to soil erosion or the injury of terraced or other soil-conserving structures on the Property; (ii) damaging, polluting, or depleting the waters of reservoirs, springs, streams, or wells upon the premises and including, without limitation, water

storage and transportation facilities; (iii) damaging crops or pastures; or (iv) intentionally harming, frightening, or injuring in any way the animals or livestock on the Property. Grantee shall promptly restore all fences which may be damaged in its Operations to as good as or better condition as same were in before such operations were undertaken. Whenever any fence upon the Easement Area is required to be opened, such opening shall not be left unattended unless a good and sufficient gate or cattle guard capable of turning livestock shall be installed at such opening. Upon completion of any construction or repairs, Grantee shall clean up the area and restore the surface to as near original condition as possible.

2.7 Clearing of Trees and Shrubs. Prior to any clearing of trees, shrubs, or other vegetation within the Easement Area after the initial construction as provided for in Section 1.5 above, Grantee shall notify Grantor of any such clearing. Notwithstanding this provision, Grantee shall have the right to maintain without notice or Grantor's consent the original clear cut path within the Easement Area or any trees outside of the Easement Area that Grantee reasonably believes pose a significant risk to any Facilities. Additionally, no notice shall be required in emergency situations and nothing contained in this provision shall operate to delay emergency repairs and similar operations by the Grantee.

2.8 Compliance With Laws. Grantee agrees to comply, at all times and at its sole cost and expense, with all applicable federal, state and local laws and regulations (including, without limitation, environmental laws and regulations), rules and safety standards in connection with Grantee's activities hereunder, including, without limitation, in connection with the construction, use, operation, maintenance, repair and service of Grantee's equipment and appurtenances hereunder.

2.9 Insurance.

2.9.1 Grantee shall, at its expense, maintain (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Easement Area, with limits in the amount of [REDACTED] and (b) an umbrella or excess liability policy in the amount of [REDACTED]; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Upon request by the Grantor, (A) Grantor shall be provided with additional insured status in such policy and (B) the Grantee shall promptly deliver a certificate of such insurance to Grantor.

2.9.2 Grantor shall, at its expense, maintain a Premises Pollution Liability (PPL) Policy, covering property damage and liability for personal injury or death on or about the Easement Area, relating to the existence of any Hazardous Material existing prior to the execution of this Agreement, with limits in the amount of [REDACTED]. Upon request by the Grantee, (A) Grantee shall be provided with additional insured status in such policy and (B) the Grantor shall promptly deliver a certificate of such insurance to Grantee.

2.10 Property Taxes. Grantee shall pay, when due, all real and personal property taxes and assessments levied against its Facilities. In the event that the real property taxes or assessments levied against the Easement Area increase because of the installation or operation of Grantee's Facilities, then Grantee shall, within thirty (30) days after receipt from Grantor of the necessary calculations, reimburse Grantor for the amount of such increase. In the event Grantor fails to pay all real and personal property taxes that are not otherwise the responsibility of Grantee,

Grantee shall have the right, but not the obligation, to pay Grantor's real and personal property taxes and offset such payments against any amounts due to Grantor hereunder.

SECTION 3 - RIGHTS OF LENDERS

3.1 **Notice of Lenders.** Grantee shall provide written notice to Grantor of any Lender(s) (including such Lender's address) to whom notice may be required to be given by Grantor hereunder.

3.2 **Lender's Right to Possession, Right to Acquire and Right to Assign.** A Lender shall have the absolute right to do one, some or all of the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easement; (d) take possession of and operate the Easement Area and the Facilities or any portion thereof; (e) perform any obligations to be performed by Grantee hereunder; (f) assign or transfer the Easement to a third party; (g) exercise any rights of Grantee hereunder, and (h) cause a receiver to be appointed to do any of the foregoing or any other things that a Lender is entitled to do under this Section 3.2. Grantor's consent shall not be required for any of the foregoing; and, upon acquisition of the Easement by a Lender or any other third party who acquires the same from or on behalf of a Lender, Grantor shall recognize the Lender or such other party (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect.

3.3 **Amendment; Termination.** Grantor agrees for the benefit of each Lender that it will not, without the prior written consent of such Lender: (a) agree to a modification or amendment of this Agreement if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, or (b) accept a surrender of the Easement or any part thereof (other than to narrow the Easement Area as described in Section 1.5) or a termination of this Agreement.

3.4 **Foreclosure.** Foreclosure of a Lender's Lien or any sale thereunder, whether by judicial proceedings or otherwise, or any conveyance or transfer of all or any portion of Grantee's right, title or interest in the Easement or under this Agreement to a Lender through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, or by a Lender following foreclosure and sale, shall not require the consent of Grantor or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, Grantor shall recognize such Lender, or any other foreclosure sale purchaser, as the rightful holder of such portion of the right, title or interest in the Easement or under this Agreement.

3.5 **Rejection.** In the event that this Agreement or any portion hereof is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Lender shall so request, Grantor shall execute and deliver to such Lender a new agreement. Such new agreement shall contain the same covenants, agreements, terms and provisions as contained in this Agreement (except for any requirements which shall have been fulfilled by Grantee prior to such rejection or other termination), and shall be for the then-remaining term of the original Agreement.

3.6 **Certifications.** Grantor shall, upon not less than ten (10) days prior written notice from time to time given by Grantee or by any existing or proposed Lender (the "**Requesting Party**"), execute, acknowledge and deliver to the Requesting Party a written statement (a) certifying that the Easement and this Agreement are unmodified and in full force and effect (or, if

modified, stating the nature of such modification and certifying that the Easement and this Agreement, as so modified, are in full force and effect), (b) certifying that there are not, to Grantor's knowledge, any uncured defaults hereunder, or describing with particularity each such uncured default if any are claimed, and (c) containing any other certifications as may be reasonably requested. Any such statements may be conclusively relied upon by Grantee and by any existing or proposed Lender. The failure of Grantor to deliver any such statement within such time shall be conclusive upon Grantor that (i) the Easement and this Agreement are in full force and effect and have not been modified and (ii) there are no uncured defaults hereunder. Further, Grantor shall, within ten (10) days after written notice from Grantee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Grantor (A) recognizes a particular entity as a Lender under this Agreement and (B) will accord to such entity all the rights and privileges of a Lender hereunder.

3.7 **Liability.** A Lender that does not directly hold an interest in this Agreement, or that holds a Lender's Lien, shall not have any obligation under this Agreement prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, if a Lender elects to (a) perform Grantee's obligations under this Agreement, (b) continue Operations on the Easement Area, or (c) acquire any portion of Grantee's right, title, or interest in the Easement Area or in this Agreement, then such Lender shall not have any personal liability to Grantor in connection therewith, and Grantor's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Easement Area and the Facilities. Moreover, any Lender or other party who acquires the Easement pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Easement.

SECTION 4 - GENERAL PROVISIONS

4.1 **Notices.** Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall (a) be in writing, (b) be deemed given (i) when personally delivered to the recipient, (ii) five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested or (iii) two (2) days after delivery to a reputable courier for overnight delivery (provided receipt is obtained and charges prepaid by the delivering party) and (c) be addressed to the address of the recipient party set forth in the preamble hereof, except that each party hereto may change its address for receipt of notices by sending notice of such change to the other party in the manner specified in this Section.

4.2 **No Abandonment or Overburdening.**

(a) No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof, except upon recordation by Grantee of a release or quitclaim deed specifically releasing or conveying the Easement (or such portion thereof) back to Grantor pursuant to Section 4.2(b) below. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the

Easement.

(b) Grantee may, at any time and from time to time during the term hereof, release all or any portion of the Easement Area or quitclaim to Grantor the right, title and interest granted to Grantee hereunder by executing and causing to be acknowledged and recorded in the official records of the county in which the Property is located, a release or quitclaim deed describing with particularity the portion of the Easement Area or such right, title or interest so released or quitclaimed. No partial release of Grantee's interest hereunder shall in any way reduce or alter its obligations to Grantor hereunder with respect to the portion of the Easement Area as to which such quitclaim does not apply.

4.3 **Cooperation.** Grantor shall fully cooperate with Grantee in the conduct of its Operations and the exercise of its rights hereunder, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's efforts to obtain from any governmental authority or any other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations; and Grantor shall, without demanding additional consideration therefor, promptly execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee or any governmental authority in connection therewith. Without limiting the generality of the foregoing, Grantor shall promptly execute, cause to be acknowledged and deliver to Grantee any amendment to this Agreement that Grantee may request for the purpose of (a) correcting an error in this Agreement, (b) amending the legal description(s) attached hereto (including by replacing said legal description(s) with revised description(s) prepared or provided by Grantee's surveyor or title company) or (c) providing that the Easement is appurtenant to specifically-described lands or fee or leasehold estates upon which Grantee has constructed or intends to construct the Project. Grantor shall fully cooperate with and assist Grantee in obtaining a subordination and non-disturbance agreement from any lender or tenant holding a prior lien or leasehold interest on the Easement Area to subordinate such lien or leasehold interest to this Agreement.

4.4 **Miscellaneous.**

(a) **No Third Party Beneficiary.** Except with respect to the rights of Lenders (which Lenders are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties hereto, and shall not be construed as benefiting any person or entity that is not a party to this Agreement.

(b) **Attorneys' Fees.** In the event of any litigation for the interpretation or enforcement hereof, or for damages for the breach hereof, or which in any other manner relates to the Easement, this Agreement or the Property, the prevailing party shall be



(c) **Construction.** This Agreement shall be construed equally as between and against the parties hereto, and shall not be construed against the party responsible for its drafting.

(d) **Anti-corruption.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all

applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer; (vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a party (and not its Affiliates or a third party) shall make payments to the other party, except with that other party's prior written consent. Subject to the preservation of legal privilege, during the term of this Agreement and for seven (7) years thereafter and on reasonable notice, each party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement

(e) **Data Privacy.** Any information related to a directly or indirectly identifiable individual ("Personal Data") transferred between the parties shall be solely for the specific purposes specified in this Agreement and shall comply with applicable data protection law and the Privacy Notice – Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html>. By signing this Agreement, each party certifies that it understands and shall not process, sell, retain, use or disclose the Personal Data for any purpose other than that which is specified in this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(g) **Appurtenance.** The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of this Agreement. Notwithstanding the foregoing, should the Project cease to be in

operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, this Agreement shall continue to be in full force and effect perpetually.

(h) **Run With Land.** The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

(i) **No Oral Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

(j) **Severability.** In the event that any term or provision hereof is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, then the same shall not affect the validity or enforceability of any other term or provision hereof, it being specifically agreed that the terms and provisions hereof are severable for purposes of this Section 4.4.

(k) **Entire Agreement.** This Agreement, including any Exhibits attached hereto, contains the entire agreement between the parties hereto in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby.

(l) **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

(m) **Termination; Quitclaim Deed.** Grantee shall have the right to terminate this Agreement at any time, effective immediately upon delivering written notice to Grantor. Upon any such termination by Grantee, the Parties' respective rights and obligations hereunder shall cease, except for Grantee's restoration obligations under Section 2.2. Promptly following the expiration or termination of this Agreement, Grantee shall execute and deliver to Grantor a release or quitclaim deed of all of its right, title and interest in the Easement Area.

(n) **Memorandum.** Concurrently with execution hereof, the parties hereto shall execute and deliver a Memorandum of Easement Agreement in the form attached hereto as Exhibit "B", which Memorandum shall promptly be recorded in the official records of the county in which the Property is situated. Grantee shall also have the right, at its sole election, to record this Agreement in its entirety, provided, however, the financial terms of this Agreement may be redacted from such recorded copy.

(o) **Special Kentucky Provisions.** Grantor and Grantee acknowledge their desire for the provisions of this Agreement to comply with all applicable Kentucky and federal laws. As such, it being understood and agreed that if this Agreement does not comply in all respects with Kentucky and federal law, then this Agreement shall nonetheless remain in full force and effect, and shall be amended, in the manner that is

fairest to each party, to cause such compliance to occur; and Grantor and Grantee agree to execute any amendments to this Agreement or a new easement (in such form reasonably requested by Grantee) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of this Agreement due to the effect of any applicable Kentucky or federal law relating to solar leases or easements now or hereafter enacted, the parties hereby agree to amend the Agreement as set forth above and each party hereby waives its rights under any such existing or hereinafter enacted laws. In the event that Grantor receives a notice of intent to drill, of intent to conduct seismic operations, or of any other intent or desire to use any portion of the surface of the Easement Area for any activity related to exploration for, or production and marketing of, oil, gas, or other minerals from the Easement Area, Grantor shall promptly provide a copy of such notice to Grantee. Grantor shall notify Grantee of, and allow Grantee to participate in, any negotiations with, or proceedings involving, parties desiring to conduct such activities.

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

(q) The undersigned signatories for the Grantor certify that they are vested with the authority to bind Grantor to the Easement, and that no other parties are required to do the same. Grantor, upon request from the Grantee or Grantee's title company, shall provide satisfactory evidence of authority, including but not limited to a limited liability agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement.

Grantor:

TRIPLE H REAL ESTATE, LLC,
a West Virginia limited liability company

Name:

Jeffrey R. Hooper

Address: 1025 N. Main Street

Milton, West Virginia 25541

Date:

5-4-2026

STATE OF

West Virginia)

COUNTY OF

Cabell)

ss.

BE IT REMEMBERED, that on this 4th day of May, 2026, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Holly Lucas, to me known to be the person(s) who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

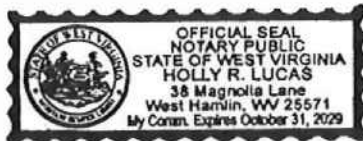
October 31, 2029

[SEAL]

Holly Lucas
Notary Public in and for said County and State

Print Name:

Holly Lucas



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By:

Aaron Lipscomb, Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: May 27th 2026

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 27th day of May, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an
Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that
said instrument was signed and delivered on behalf of said limited liability company, and
acknowledged that said instrument was the free act and deed of said limited liability company.

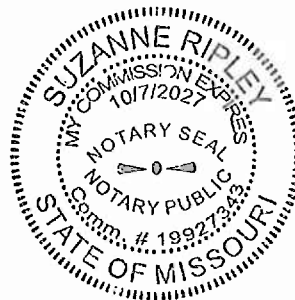
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Suzanne Ripley
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

10/07/2027



Grantee:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

Date: _____

STATE OF MISSOURI

)

) ss.

COUNTY OF JACKSON

)

BE IT REMEMBERED, that on this 27th day of May, 2026
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
Travis Narum, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability
company, that said instrument was signed and delivered on behalf of said limited liability
company, and acknowledged that said instrument was the free act and deed of said limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Suzanne Ripley
Notary Public in and for Said County and State

Suzanne Ripley
(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

10/07/2027



EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN, STATE OF KENTUCKY AS DESCRIBED IN THE FOLLOWING DEEDS:

Deed dated June 11, 1976, from Genevieve Stepp and Granville Stepp to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 78, Page 866;

Deed dated June 2, 1976, from Carolyn Horn, et al., to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 78, Page 802.

Deed dated June 3, 1976, from Dennis Preece, et al., to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 78, Page 841.

Deed dated June 4, 1976, from Dennis Preece, Attorney-In-Fact for Viola Magers and Betty Paletti to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 78, Page 826.

Deed dated April 28, 1977, from Fern Preece, et al., to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 81, Page 224.

Deed dated October 11, 1976, from Paul Cline and Delores Cline to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 80, Page 50.

Deed dated September 24, 1976, from Prentice F. Preece to Martiki Coal Corporation, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 79, Page 823.

Martiki Coal Corporation changed its name to 17 West Mining, Inc. on December 4, 1998; the property described in the foregoing deeds was further conveyed by 17 West Mining, Inc. to LCC Kentucky, LLC by Special Corporate Warranty Deed dated September 30, 2004, of record in the aforesaid Clerk's Office in Deed Book 155, Page 637; as affected by Special Corporate Warranty Deed of Correction effective September 30, 2004, from 17 West Mining, Inc., to LCC Kentucky, LLC, of record in the aforesaid Clerk's Office in Deed Book 163, at page 263; as further conveyed by LCC Kentucky, LLC to Lauren Land Company by Special Warranty Deed dated August 12, 2008, of record in the Office of the Clerk of the County Court of Martin County, Kentucky, in Deed Book 169, Page 512.

EXCEPT that part from the above-described deeds conveyed in the Deed dated September 12, 2023, from Triple H Real Estate, LLC to Threeforks Land Holdings, LLC of record in the Office of the Clerk of the County Court of Martin County, Kentucky, Deed Book 210, Page 96.

EXHIBIT "A-1"

Map of Easement

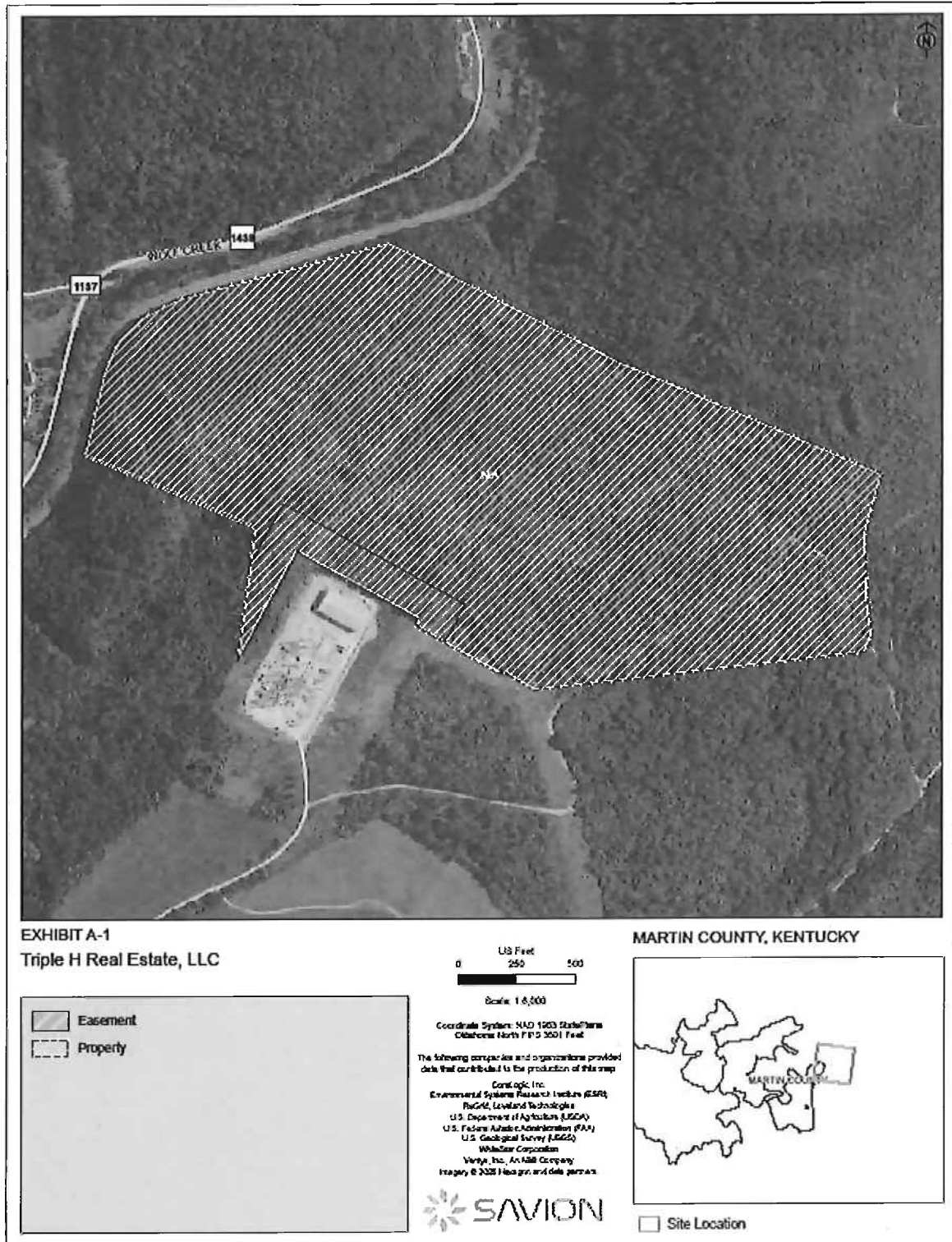


EXHIBIT "B"

Form of Memorandum of Easement Agreement

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY
AND UPON RECORDING RETURN TO:

Lynn Bark Energy Center, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

Aaron Lipscomb

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "**Memorandum**") is made, dated, and effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between Triple H Real Estate, LLC, a West Virginia limited liability company ("**Grantor**"), whose address is 1025 N. Main Street, Milton, West Virginia 25541, and Lynn Bark Energy Center, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106, with reference to the following recitals:

A. Grantor owns the real property described on Exhibit "A" attached hereto (the "**Property**").

B. Grantee and Grantor have entered into that certain unrecorded Easement Agreement of even date herewith (the "**Agreement**") pursuant to which Grantor has granted to Grantee an easement over a portion of the Property in connection with and benefiting the land that may be developed as part of operating a solar energy generation and energy storage facility constituting Grantee's solar energy generation project in Martin County, Commonwealth of Kentucky (the "**Project**").

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

NOW, THEREFORE, in consideration of the payment to Grantor of certain sums of money, the receipt of which is hereby acknowledged, the foregoing recitals and the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby irrevocably and unconditionally grants and conveys to Grantee and its successors and assigns the easement hereinafter described (the "**Easement**"). The Easement shall be a perpetual, non-exclusive easement in, upon, over, across, along, above and under that portion of the Property as generally shown as the shaded area on the Map of Easement attached hereto as Exhibit "A-1" (which shall be narrowed to a 150-foot wide corridor located anywhere within said area as and when provided in the Agreement). The portion of the Property that is from time to time covered by the Easement (i.e., initially the portion depicted on Exhibit "A-1", and later said 150-foot wide corridor) is referred to herein as the "**Easement Area**".

2. The Easement is for the following purposes and activities: (a) designing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, (i) overhead and underground control, electrical facilities required for transmission, distribution and collection, including without limitation, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, in connection with the Project, (ii) overhead and underground control, communications, data and radio relay systems, including without limitation, conduit, fiber, cables and wires, in connection with the Project and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment that are connected with the Project (all of the foregoing, collectively, "**Facilities**"); (b) conducting any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archaeological assessments transmission, collection, and communications and interconnection studies; and (c) undertaking any other activities for the benefit of the Project, whether accomplished by Grantee or a third party authorized by Grantee, that are normally associated with any of the foregoing purposes.

3. Among other things, the Agreement provides that (a) said Easement Area shall be narrowed to a specific 150-foot wide corridor in accordance with the Agreement and (b) upon completion of construction of the Facilities, Grantee shall unilaterally record a quitclaim deed that (i) sets forth the legal description of said 150-foot wide corridor and (ii) quitclaims back to Grantor all of Grantee's right, title and interest in the portion of the Easement Area that is outside of, and not included in, said 150-foot wide corridor.

4. Grantee may, at any time and from time to time, without obtaining Grantor's consent, (a) transfer, assign, alienate, license or grant all or any portion of its right, title or interest under the Easement or the Agreement (including, without limitation, by grant of cotenancy interest or grant of subeasement) to any person or entity; and (b) hypothecate, mortgage or pledge all or any portion of its right, title or interest under the Easement or this Agreement to any lender as security for the repayment of any indebtedness or the performance of any obligation.

5. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

6. The Easement Area shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Easement Area and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the

parties hereto and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, successors and assigns.

7. The Easement shall be appurtenant to the lands constituting the Project and to Grantee's leasehold interest therein. Grantor acknowledges that the boundaries of such Project are subject to change throughout the term of the Agreement. Notwithstanding the foregoing, should the Project cease to be in operation, including, but not limited to, the termination or expiration of any leasehold estate within the Project, the Agreement shall continue perpetually.

8. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Memorandum.

Grantor:

TRIPLE H REAL ESTATE, LLC
a West Virginia limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me known to be the person(s) who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

Notary Public in and for said County and State

Print Name: _____

[SEAL]

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn, did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and acknowledged that said instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

Grantee: LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

Date: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__,
before me, the undersigned, a Notary Public in and for said County and State aforesaid, came
_____, to me personally known, who being by me duly sworn, did say that
he/she is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability
company, that said instrument was signed and delivered on behalf of said limited liability
company, and acknowledged that said instrument was the free act and deed of said limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below his or
her signature.)

My Commission Expires:

EXHIBIT "A"

Description of the Property

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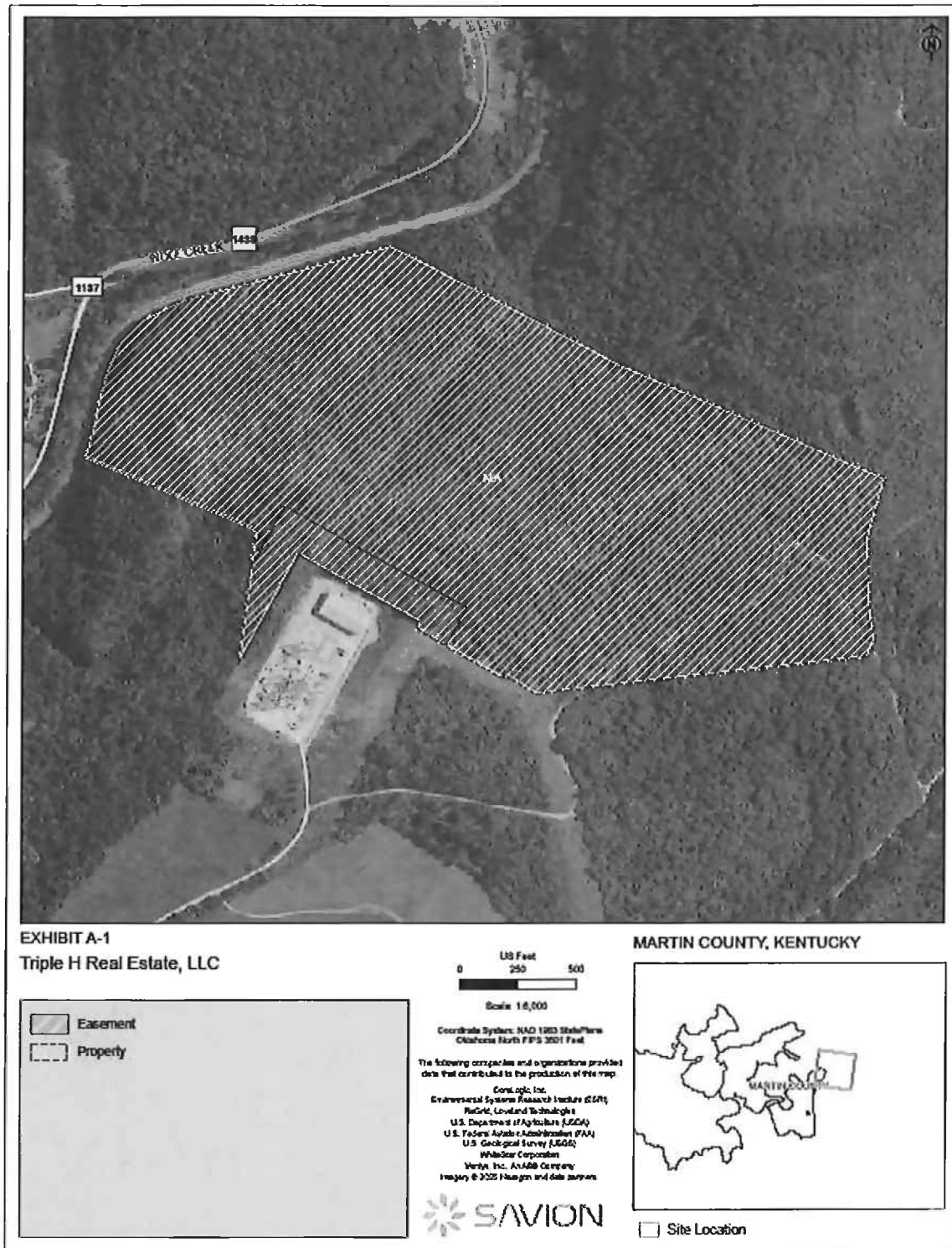
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EXCEPT that part from the above-described deeds conveyed in the Deed dated September 12, 2023, from Triple H Real Estate, LLC to Threeforks Land Holdings, LLC of record in the Office of the Clerk of the County Court of Martin County, Kentucky, Deed Book 210, Page 96.

EXHIBIT "A-1"

Map of Easement



OPTION AND SOLAR ENERGY LEASE

THIS OPTION AND SOLAR ENERGY LEASE (this "**Lease**") is made, dated and effective as of the date of execution hereby by the final party to sign the Lease (the "**Effective Date**"), by and between **Pocahontas Surface Interests LLC**, a Virginia limited liability company ("**Lessor**") and **Lynn Bark Energy Center, LLC**, a Delaware limited liability company ("**Lessee**"); and Lessor and Lessee (together, the "**Parties**" and each a "**Party**") hereby contract and agree as follows:

1. **Lease.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, the surface of that certain real property, including all air space and air rights thereof, described on **Exhibit "A"** attached hereto and incorporated herein, as generally depicted on the map attached hereto as **Exhibit "A-1"** (the "**Property**"); for solar energy and related purposes as provided in more detail below. Lessee will be permitted to unilaterally update **Exhibit "A"** upon the completion of a survey of the Property to provide for an accurate legal description of the Property.

2. **Purpose of Lease.** Lessee shall have a right of access during the Development Term (as defined in Section 4 below) for performing certain due diligence, as set forth below, and possession of the Property during the Extended Term (as defined in Section 4 below) for the exclusive right for solar energy conversion and energy storage, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

2.1 During the Development Term, determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data, and installing temporary meteorological masts and solar energy measurement equipment;

2.2 During the Extended Term, developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structure, braces, wiring, plumbing, and related equipment, and necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee:

underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

2.3 During the Extended Term, using any existing hydrant or water well or drilling, digging and excavating one or more wells on the Property, subject to prior written approval from Lessor, which approval will not be unreasonably withheld, conditioned, or delayed, all at Lessee's sole cost and expense, for use during construction activities and routine maintenance operations, including, but not limited to, washing solar panels and spraying down dusty roads in connection with construction, servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service; provided that:

2.3.1 Notwithstanding any provision of this Lease to the contrary, Lessor shall have the right to develop, produce and use groundwater from the Property for any purpose, including drilling, producing or transporting groundwater from water wells, for use on or near the Property so long as such development, drilling and related activities and uses do not interfere with the development and operation of the Solar Energy System; and

2.3.2 Lessee covenants and agrees to obtain any necessary permits required in connection with its use of such hydrants or wells.

2.4 During the Extended Term, removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, Structure (as hereafter defined), embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage of the Property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided further that, Lessee's removal of any such improvements or Structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor in writing within ten (10) days after written notice from

Lessee that any such improvement or Structure must be removed, Lessor shall have a fifteen (15) day period to remove any such improvement or Structure at Lessor's expense. In the event Lessor fails to respond in writing to Lessee within such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or Structures within such fifteen (15) day period, Lessee may remove and dispose of such improvements or Structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

2.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes or construct such roads as Lessee may determine necessary from time to time located on or providing access to the Property, across any other adjacent property owned by Lessor and across any access routes over which Lessor has the right to travel;

2.6 An exclusive right to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical airspace over and across the Property and any adjacent property owned by Lessor;

2.7 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

Notwithstanding the foregoing in this Section 2, during the Development Term (defined in Section 4 below), Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option (defined in Section 4 below) with respect to such portion of the Property. Lessee's exercise of the Lease Extension Option shall memorialize the end of the Development Term and the execution of the option to enter into the Extended Term (as defined in Section 4 below), upon which Lessee shall be conferred the right, but not the obligation, for Lessee to construct and operate the Solar Energy System.

3. Reservations By Lessor. All rights, titles and interests vested in Lessor that have not been specifically demised to Lessee herein are excepted and reserved to Lessor, its successors, assigns and lessees. Subject to Section 7.6, and so long as and to the extent the same do not impair, affect, interfere, or conflict with any of the rights granted to Lessee in this Lease, the following are hereby expressly excepted from this and reserved to Lessor, its affiliated companies, and its lessees, successors and

assigns: (a) all rights granted under those existing leases and agreements set forth on **Exhibit "B"** attached hereto; and (b) all existing licenses, easements and rights of way for railroad or any other purposes heretofore granted by or otherwise lawfully acquired from Lessor or its predecessors in title; and (c) and Lessor reserves all coal and all other minerals of every kind and character whether or not of presently recognized value with the right to mine and remove the coal and minerals by any underground mining method, subject to the terms of the Limited Surface Waiver (defined below) and the Coal Lease, defined below; and (d) during the Development Term (defined below) to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, and hunting) other than oil, and gas exploration, development and operations, and to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities (each, a "**Person**") for such reserved purposes (and any income derived by Lessor therefrom shall belong entirely to Lessor) and (ii) during the Extended Term, to use any adjacent property owned by Lessor (but not the Property) for any such purposes, and including oil, gas, and other coal and mineral rights exploration, development, and operations; provided, however, notwithstanding the reservations in (i) and (ii) above, such uses, activities, leases, easements and rights shall not include (x) solar energy development or the installation or use of any facilities related to solar energy development or generation, the right to which is exclusively granted to Lessee herein or, (y) the placement after the Effective Date of any trees, shrubs, embankments, impediments, berms, walls, fences, engineering works, Structures or improvements on the Property without prior written consent from Lessee. Any such leases, easements and other grants of rights known to Lessor as of the Effective Date are set forth on **Exhibit "B"** hereto, and such leases, easements and other grants of rights entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee hereunder. Lessor is the current Solid Mineral interest owner with respect to the Property. Lessor agrees to execute and deliver to Lessee a Limited Surface Waiver in a form to be mutually agreed upon in good faith when requested by Lessee (the "**Limited Surface Waiver**") that restricts Lessor's ability to use the surface of the Property. Lessee acknowledges that Lessor, nor any company affiliated with Lessor, owns the oil and gas underlying the Property and therefore Lessor has no control of the oil and gas estate or the operations to be conducted pursuant thereto. Lessee further acknowledges that the coal on or underlying the Property and adjoining properties owned by Lessor has been leased to Lexington Coal Company ("**Coal Lessee**"), which is an entity unrelated to either Lessor or Mineral Owner, and any rights granted herein are subject to the terms and conditions set forth in the coal lease (the "**Coal Lease**") and the Property is subject to any mining permits held by Coal Lessee. Lessor is the current Liquid Mineral interest owner with respect to the Property. Solid Mineral Owner means the owner of the coal and other minerals, except Liquids. Liquid Mineral means the owner of the oil, gas, coalbed methane and other related liquids processed therefrom ("**Liquids**").

4. Term. This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) five (5) years after the Effective Date or (b) the date on which the Extended Term commences with respect to all or a particularly specified portion of the Property. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease with respect to all or a particularly specified portion of the Property for a single thirty-two (32) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the five (5) year Development Term

period described above, along with a survey and legal description of that portion of the Property with respect to which the Extended Term is being exercised (the “**Extended Term Property**”), whereupon the Extended Term shall commence (and the Development Term shall end) with respect to the Extended Term Property on the date specified in such notice, which date shall in any event not be later than the expiration of such five (5) year period (the “**Extended Term Commencement Date**”). For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 5.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term, and to the extent Lessee has exercised the Lease Extension Option with respect to less than all of the Property, then, upon the expiration of the Development Term, Lessee shall release from this Lease any such portions of the Property not constituting the Extended Term Property. Lessee shall have the right to renew the Lease (as to the Extended Term Property) for two additional five (5) year periods (the “**Renewal Term**”) on the same terms and conditions as this Lease.

5. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the “**Rent**”):

5.1 Development Term Rent. Commencing on the Effective Date, and thereafter within fifteen (15) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, a nonrefundable amount in accordance with the table below (the “**Development Term Rent**”):

Development Term Year	Development Term Rent Amount

The first payment of Development Term Rent shall be made within thirty (30) days after the Effective Date. Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

5.2 Extended Term Rent. If Lessee exercises the Lease Extension Option with respect to all or any portion of the Property, then for each calendar year during the Extended Term and any Renewal Term (if any) until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the greater of either the amount set forth in Section 5.3(a) or Section 5.3(b) (the “**Extended Term Rent**”):

(a)

on an annual basis pursuant to Section 5.3 below (the "**Minimum Extended Term Rent**"). If applicable, the per-acre amount set forth above shall be calculated and paid annually in advance, with each installment being due and payable in advance within fifteen (15) days after the first day of the applicable calendar year. The first payment of Minimum Extended Term Rent shall be paid within thirty (30) days after the Extended Term Commencement Date. Any Minimum Extended Term Rent that is payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. If any Development Term Rent is prepaid for any part of the Extended Term, then Lessee may credit a prorated portion of said Development Term Rent against any Minimum Extended Term Rent then or thereafter due to Lessor hereunder, as determined by Lessee.

(b) an amount equal to the Gross Revenues multiplied by the appropriate values set forth below (the ("**Percentage Extended Term Rent**"). Percentage Extended Term Rent, if applicable, shall be paid annually in arrears within sixty (60) days after the end of each calendar year. Any Percentage Extended Term Rent that is payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. "**Gross Revenues**" shall mean all revenues received by Lessee for electricity generated by the Solar Energy System located on the Extended Term Property, including any Credits (as defined below), delivered to a final customer. If any Percentage Extended Term Rent is payable for a particular year, Lessee may credit the Minimum Extended Term Rent that has been paid for such year against such Percentage Extended Term Rent due to Lessor.

Years 1 through 10
Years 11 through 15
Years 16 through 20
Years 21 through end of the Term and any Renewal Term

5.3 During the Extended Term and any Renewal Term, the per-acre amount set forth in Section 5.2 shall automatically (without notice or demand) escalate at a rate of with the base year being the first year of the Extended Term.

5.4 Reimbursement for Damage. Except as provided in Section 2.4, if any of Lessor's Structures or improvements existing as of the Effective Date (including, without limitation, Lessor's livestock and crops) are materially damaged or destroyed as a result of Solar Operations, then Lessee shall promptly repair or replace such Structures or improvements. Lessee shall endeavor to give Lessor six (6) months advance notice of Lessee's intent to commence construction of the Solar Energy System on the Property. In the event Lessee commences construction earlier than six (6) months after such notice, and Lessee's Solar Operations damage or destroy any existing crops planted by

Lessor or its tenants on the Property, then Lessee shall promptly pay to Lessor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Lessor in planting, irrigating and fertilizing such crops or the fair market value of such crops as if they had been harvested. To the extent any growing crops that may be damaged as a result of Lessee's Solar Operations on the Property are owned in whole or in part by an agricultural tenant of Lessor, Lessee shall make reimbursement payments pursuant to this Section 5.4 directly to Lessor's agricultural tenant in proportion to such agricultural tenant's ownership interest in such damaged crops, provided that Lessor has given prior written notice to Lessee of the existence of such agricultural lease and the relative proportion of ownership of such damaged crops between Lessor and any such agricultural tenants.

5.5 Reimbursement for CRP Losses. If Lessor is a party to a Conservation Reserve Program ("**CRP**") contract with the U.S. Department of Agriculture (the "**USDA**"), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of the Solar Energy System on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of the Solar Energy System on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for the Solar Energy System shall be bid into the CRP after the Effective Date and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for the Solar Energy System.

5.6 Credits. Without limiting Lessee's obligation to pay Percentage Extended Term Rent to Lessor, Lessee shall be exclusively entitled to apply for, collect, receive, and obtain the benefit of all credits, set-offs, payments or other consideration arising out of the electrical energy generated by the Solar Energy System and the sale, transportation and distribution of such energy including, without limitation, (i) federal, state and local production tax credits, governmental subsidies, production incentive payments and other renewable energy credits, (ii) green pricing programs, green tags, renewable energy credit trading programs, or proceeds received from the sale of environmental attributes (e.g., renewable energy or carbon credits) and (iii) environmental air quality credits, emission credits, greenhouse gas reduction credits, environmental set-offs and similar benefits (collectively "**Credits**"). Lessor shall reasonably assist Lessee in applying for and receiving such Credits.

5.7 Payment of Rent. All payments of Rent shall be paid by wire transfer to Lessor's bank account in accordance with the wiring instructions set forth in Section 11.1, or such other places as Lessor may, from time to time, designate in writing. If at any time during the term of this Lease Lessor owns less than one hundred percent (100%) of the fee title interest in the Property, then the Rent payable to Lessor hereunder shall be reduced proportionately based on acreage then-owned by Lessor. Promptly following the execution of this Lease, Lessor (including all persons or entities that comprise Lessor) shall deliver to Lessee a

completed Internal Revenue Service Form W-9 (the "**W-9**"). Lessee shall have no obligation to make any payments of Rent or any other amounts due to Lessor hereunder until Lessor has returned to Lessee such completed W-9, and Lessee's failure or refusal to make any payment of Rent or any other amount due to Lessor hereunder as a result of Lessor's failure to deliver the W-9 shall not constitute an Event of Default hereunder.

5.8 No Representation Regarding Solar Energy System. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that a Solar Energy System will be constructed on the Property, or, if constructed, that it will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Solar Energy Systems to be constructed on the Property, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Solar Energy System on the Property or (ii) cause such Solar Energy System to remain on the Property; and the decision if, when and to what extent to construct or remove the Solar Energy System shall be solely in Lessee's discretion. Notwithstanding anything herein to the contrary, Lessee shall have the obligation to remove the Solar Energy System from the Property in accordance with Section 6.4.

6. Covenants By Lessee.

6.1 No Construction Liens. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor, services or other activities, or the furnishing of any materials for any construction, alteration, addition, repair or other activities, on or about the Property. Lessee shall not permit any mechanic's or other lien to be recorded against either Lessee's or Lessor's interest in the Property. Lessee shall cause any mechanic's or other lien so recorded to be discharged by release of record or by bond or escrow deposit acceptable to Lessor in Lessor's absolute discretion within sixty (60) days of Lessee's knowledge of the recordation of such a lien, and failing to do so, Lessor may, without having any obligation to do so, upon giving sixty (60) days written notice to the Lessee, pay or discharge the same and the amount so paid or deposited together with interest at the highest effective prime interest rate plus five percent (5%) as then reported in *The Wall Street Journal*, said payment shall be deemed additional rent due hereunder and payable when the next installment of rent shall become due. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 7.3.

6.2 Lessee's Obligation to Pay Taxes. During the Development Term, Lessee shall reimburse Lessor for all real and personal property taxes and assessments levied against Lessee's Solar Energy System on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Solar Operations on the Property. However, Lessee shall not be liable for taxes or

assessments attributable to improvements or facilities installed by Lessor or others on the Property, which taxes and assessments shall be paid by Lessor. During the Extended Term, Lessee shall reimburse Lessor for all real and personal property taxes and assessments levied against the Property. Lessee and Lessor shall use their best efforts to cause the Property to be taxed separately as provided in this Section. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 7.3.

6.3 Lessee's Obligation to Carry Insurance. Prior to commencing Solar Operations on the Property, Lessee agrees to maintain and keep in force during the term of this Lease a policy of commercial general liability insurance covering its Solar Operations on the Property and covering property damage and liability for bodily injury or death on or about the Property. Such coverage shall have minimum coverage limits in the amount of [REDACTED] and [REDACTED]. The limits of liability may be satisfied by a combination of primary and umbrella or excess insurance policies. Lessor, its members and its and their members, partners (general and limited), shareholders, officers, directors, agents, employees, successors, affiliates, including Solid Mineral Owner, and assigns shall be named as additional insureds and provided a certificate of insurance (or upon request with copies of such policy or policies) reflecting such coverage from an insurer, authorized to do business in the State, acceptable to Lessor.

Lessee further covenants and agrees that all employees of Lessee and/or any and all other persons performing work on the Property pursuant to the rights granted in this Lease will be fully covered by or insured at all times by Workers' Compensation and by employer's liability insurance, and to that end Lessee shall comply with all applicable Workers' Compensation laws, rules and regulations and shall make all necessary contributions and/or premium or other payments and maintain employer's liability insurance in form and in commercially reasonable amounts acceptable to Lessor. The insurance policies required herein shall not be cancellable with thirty (30) days written notice to Lessor except for ten (10) days' notice of non-payment of premium. Such insurance shall provide a waiver of subrogation for claims regarding the Lease and be written on an "occurrence" basis unless the policy is available only on a "claims made" basis, in which case such "claims made" insurance coverage shall be maintained and in effect for a period of at least five (5) years after the termination of the Lease. Lessee's insurance shall be primary to any other liability insurance coverage that Lessor may have or that may be applicable for the benefit of Lessor, and shall be in support of, not in satisfaction of, Lessee's indemnification obligations set forth in this Lease to the extent obligations are insurable.

6.4 Lessee's Obligation To Restore the Property. Lessee shall do the following with respect to any portions of the Property disturbed by Lessee in the course of Solar Operations: (a) within six (6) months after completion of

construction of Lessee's solar project, Lessee shall restore such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Property that Lessee determines it needs for continuing Solar Operations and (b) within twelve (12) months after the expiration, surrender or termination of this Lease (whether or not following an Event of Default, as defined herein), Lessee shall (i) deliver peaceable possession of the Property to Lessor, subject to its right of re-entry to comply with laws, regulations and permits, as provided herein, (ii) dismantle and remove from such portions of the Property any Solar Energy System owned or installed by Lessee or its affiliates on the Property and (iii) leave the surface of the Property free from debris and restore such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, including without limitation, exercising commercially reasonable efforts to remove of all Solar Energy Systems located beneath the surface of the land (including footings and foundations), to de-compact any substantially compacted soil and, if applicable, reseed disturbed soil with seed consistent with grass types in the vicinity of the Property. Lessee shall have a continuing license to enter the Property for such purposes and otherwise complying with Lessee's ongoing responsibilities under federal, state or local laws, rules, regulations, directives or ordinances that require Lessee to be on the Property and fulfilling all requirements set forth in any permit(s) issued to Lessee by any governmental agency for the Property during such twelve (12) month period. During this (12) month period Lessee (i) shall pay to Lessor rent equal to fifty percent (50%) of Extended Term Rent at the per acre amount set forth in Section 5.2, (ii) shall not unreasonably interfere with the use of the Property by Lessor, Lessor's other lessees and any other parties lawfully present upon or utilizing the Property, and (iii) shall otherwise comply with the requirements of this Lease concerning Lessee's use of the Property.

6.5 Lessee's Obligation to Comply with Law. Lessee shall comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Solar Operations on the Property ("**Law**" or "**Laws**"), including those laws and regulations which may be enacted or promulgated in the future. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 7.3.

6.6 Hazardous Materials. Without limiting the generality of Section 6.5, in conducting its Solar Operations on the Property, Lessee shall comply in all material respects with any Law pertaining to the quality of, protection, clean-up, remediation or damage of or to the environment, including, without limitation, the following Laws as the same may be from time to time amended: the Clean Air Act, as amended, 42 U.S.C. §7401, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Resource, Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Rivers and Harbors Act, 33 U.S.C. §401, et seq.; the Transportation Safety Act of 1974, 49

U.S.C. §1801 et seq.; and the Endangered Species Act, 16 U.S.C. §1531, et seq.; the National Environmental Policy Act, 42 USC § 4321 et seq.; the National Historic Preservation Act, 16 U.S.C. § 470 et seq.; Federal Land Policy and Management Act, 43 U.S.C. § 1701 et seq (including, without limitation, any future change in judicial or administrative decisions interpreting or applying any of the Laws, rules or regulations referred to herein) (each, an "**Environmental Law**") governing the generation, manufacture, production, use, storage, emission, disposal, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "**Hazardous Material**"), into ambient air, land, soil, subsoil, surface water or groundwater or any adverse impacts or damage to natural resources (including but not limited to protected species) or cultural or historic resources. Lessee shall not cause any party to bring any Hazardous Material upon the Property or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Property without Lessor's prior written consent (collectively, "**Lessee's Hazardous Materials**"). Further, Lessee shall promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Material brought onto the Property by Lessee, and for which clean up, removal or remedial action is required pursuant to Environmental Law.

Lessee shall indemnify Lessor and Lessor Indemnified Parties (as defined below) against any obligations imposed under or violation of, any Law relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any Hazardous Material on or under the Property caused by Lessee, its agents, employees and contractors. Lessor and Lessor Indemnified Parties shall have no liability or responsibility under this Lease, and, without limiting the generality of Section 6.7 hereof, Lessee shall hold Lessor and Lessor Indemnified Parties harmless and defend Lessor and Lessor Indemnified Parties from, and reimburse Lessor and Lessor Indemnified Parties for, any and all loss, costs, liability, damage and expense (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Hazardous Materials Claims**") incurred in connection with or arising from, Hazardous Materials brought onto, released onto or transported on or over the Property by Lessee or its agents, employees or contractors other than as the result of activities of Lessor or an Lessor Indemnified Party, or any Hazardous Materials Claims that may otherwise result from Lessor's acts or omissions. This indemnification shall survive the termination of this Lease.

6.7 Indemnification of Lessor. Lessee shall conduct operations hereunder on its own behalf and not as an agent or employee of Lessor. Lessee shall and hereby covenants and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its members, partners (general and limited), shareholders, directors, officers, managers, employees, affiliates, agents, advisors, representatives, successors and assigns ("**Lessor Indemnified Parties**") from and against any and all penalties, fines, prosecutions, statutory recoveries (whether civil or criminal), costs, expenses, claims, demands, suits, judgments, recoveries and liabilities whatsoever, including, without limitation, attorney fees, arising directly or indirectly, out of or in any manner growing out of any of the following: (i) the operations or activities of Lessee or its affiliates or its

agents or contractors under or in connection with this Lease, including, without limitation, for injury to or death of persons arising or resulting therefrom and for loss or damage to any property whatsoever arising or resulting therefrom; (ii) any damages incurred by Lessor Indemnified Parties due to the negligent, grossly negligent or willful acts of Lessee or its affiliates or its or their agents or contractors; or (iii) any violations, investigations, citations issued or conducted by any governmental authority on or with respect to the Solar Energy System arising or resulting from the negligent or grossly negligent operations and activities of Lessee or its affiliates or its or their agents or contractors; or (iv) any damages occurred by any Lessor Indemnified Parties as a result of a default by Lessee of any of its obligations set forth in this Lease. Notwithstanding the above, Lessee shall not be obligated to indemnify Lessor Indemnified Parties for any damages incurred by Lessor Indemnified Parties due to Lessor Indemnified Parties' solely negligent, grossly negligent or willful acts. Notwithstanding the foregoing, (i) Lessee's liability for any damage or destruction of structures, improvements, livestock and crops shall be governed by Section 5.4, and not by this Section 6.7 and (ii) Lessee's liability under this Section 6.7 shall not include business opportunities, profits or the like that may result from Lessor's loss of use of portions of the Property by reason of Solar Operations (for which Lessor will be compensated solely through the provisions of Section 5). Lessee's obligations set forth in this Section 6.7 shall survive the expiration or earlier termination of this Lease.

6.8 Security for Removal of Solar Energy System. Beginning on the tenth (10th) anniversary of the Extended Term Commencement Date, Lessee will obtain and deliver to Lessor a letter of credit, bond, or such other security as determined by Lessee and reasonably satisfactory to Lessor (the "**Security**"), in an amount equal to the cost of performing Lessee's obligations under Section 6.4 minus the salvage value of the Solar Energy Facilities on the Property (the "**Property Restoration Amount**"), and once issued, Lessee covenants that the Security shall not lapse during the pendency of this Lease; *provided however*, if Lessee fails to maintain a power purchase agreement at any time during the period between the Extended Term Commencement Date and the tenth (10th) anniversary of the Extended Term Commencement Date, then Lessee will become obligated to provide the Security within thirty (30) days after the effective date of the expiration or termination of the power purchase agreement. The Property Restoration Amount will be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer, then by an independent engineer selected by the Martin County, Kentucky, Circuit Court Judge; and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. Any costs or expenses relating to the determination of the Property Restoration Amount will be paid by Lessee. The Property Restoration Amount shall be adjusted every five (5) years thereafter. In the event that any state statutes or laws, county laws or ordinances, or any other local ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority requires Lessee to post security relating to Lessee's decommissioning and restoration activities, the posting of such security by Lessee shall satisfy Lessee's obligation to post the Security under this Lease. Notwithstanding anything in this Section 6.8 to the contrary the Lessee shall fully reclaim the Property pursuant to the provisions set forth in Section 6.4 hereof.

6.9 Lessee's obligations set forth in this Section 6 shall survive the termination of this Lease.

7. Covenants By Lessor.

7.1 Quiet Enjoyment. To the extent Lessor possesses and has the lawful right to convey quiet enjoyment of the property it does so. During the entire term of this Lease, Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other Person, subject to the Coal Lease and any other leases listed on **Exhibit B**, and all prior reservations, easements, rights of way, timber conveyances, and other agreements of record, any title defects and such matters as may be disclosed by a current survey or physical inspection of the Property. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or the lien of property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations. Lessor agrees to cooperate in good faith with Lessee in Lessee's pursuit of any title curative document.

Lessee acknowledges and agrees that Lessor has made no representation of warranty of any kind or nature with respect to (i) its title to the Property, (ii) the condition of the Property, or (iii) whether any of the Property is in violation of any Laws or regulations, including those pertaining to Hazardous Materials. Lessee acknowledges and agrees the Property is being leased by Lessor to Lessee "**AS IS – WHERE IS – AND WITH ALL FAULTS**", and Lessee shall rely upon its own examination thereof through engineers and other representatives selected and employed solely by Lessee.

7.2 Encumbrances. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal or other matter (each, an "**Encumbrance**") is found or claimed to exist against the Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or impair Solar Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall, at its sole cost and expense, be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same, and Lessor shall be reimbursed for such cooperation as provided in Section 7.3. Lessor represents and warrants to Lessee that to the knowledge of Lessor, except for the Coal Lease and leases as set forth on Exhibit "B" hereto there are no unrecorded Encumbrances against the Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing, coal mineral, or other subsurface leases.

7.3 Permitting; Cooperation; Further Assurances. Lessee may process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use permit and tax-incentive or

tax-abatement program approval) from any governmental authority or other Person in connection with Solar Operations (each, an "**Approval**"). Lessor shall fully support and cooperate with Lessee in the conduct of Solar Operations and the exercise of Lessee's rights hereunder, in providing any further assurances requested by Lessee, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Lessee's efforts to obtain any Approval or financing; and Lessor shall, without demanding additional consideration therefor, (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any appeals or regulatory proceedings respecting the Solar Energy System and (ii) in the event that the location of any Solar Energy System to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall assist Lessee in obtaining waivers or variances from the same and (3) shall execute all documents evidencing Lessor's agreement to the waiver or elimination of such requirements. Lessor shall have no obligation to make any payment to any third party in order to obtain their release or waiver and such payment shall be the sole cost of Lessee. Lessee agrees to reimburse Lessor for Lessor's reasonable out-of-pocket expenses incurred in providing such cooperation to Lessee.

7.4 Ownership of Solar Energy System. The Parties acknowledge and agree that (i) any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

7.5 Grant of Easements. Upon Lessee's request from time to time, Lessor shall grant to Lessee or to any other Person designated by Lessee, one or more easements for access rights and Transmission Facilities on, over and across the Property or Lessor's adjacent property, in such locations as may be designated by Lessee but such location shall be expressly subject to the prior written approval of Lessor, but only to the extent such easements are directly related to the Solar Operations on the Property. The obligation to grant such additional easements will include any easements requested by Lessee in order for Lessee to connect into the point of interconnection near the Property. Each such easement shall (a) provide for the payment to Lessor of consideration for the acreage covered by the easement, on the same per acre price and other payment terms as set forth in this Lease (except that any easement requested by Lessee to connect to the point of interconnection shall be granted by Lessor (or its affiliate) to Lessee for nominal consideration), (b) be separate and apart from this Lease, and perpetual non-exclusive easement (notwithstanding termination of this Lease) for so long as the grantee of the easement pays such consideration to Lessor, (c) be memorialized in a recordable form reasonably designated by Lessee and subject to the mutual agreement of the Parties, which contains all of the rights and privileges for access rights and Transmission

Facilities as are set forth in this Lease and (d) run with the land, be binding on and inure to the benefit of the grantee and Lessor and their respective successors, and assigns.

7.6 No Interference. Neither Lessor nor any of its future tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor after the date hereof (collectively, "**Lessor Parties**") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or adjacent or nearby property), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. The provisions of this Section 7.6 are subject to and shall not alter or amend in any way all existing leases and agreements affecting the Property. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor after the date hereof shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing Structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or adjacent or nearby property that might cause a decrease in the output, efficiency or longevity of the Solar Energy System. Notwithstanding the foregoing limitations, construction of a Structure on the Property or adjacent or nearby property shall not be deemed to interfere with or impair the free flow of sunlight across the Property if the Structure does not cast a shadow on the Property during the period beginning one hour after sunrise and continuing until one hour prior to sunset on any and all days of the calendar year. For purposes of this Section 7.6, the term "**Structure**" shall mean any single structure, improvement, or object of a permanent or intended long-term nature (e.g., house, barn, silo, shed, building, grain elevator, tower, derrick, oil well, center pivots, etc.).

7.7 Indemnification of Lessee. Lessor shall indemnify and save harmless Lessee, its affiliates, and its or their directors, officers, managers, employees, affiliates, agents, advisors, representatives, successors and assigns ("**Lessee Indemnified Parties**") from and against any and all claims, demands, suits, judgments, recoveries, and any liabilities whatsoever, including, without limitation, attorney fees, arising or in any manner growing out of the following: (i) any damages incurred by Lessee Indemnified Parties due to the grossly negligent or willful acts of Lessor or its affiliates (except for matters set forth in this Lease for which Lessor has made no representations); or (ii) any damages incurred by Lessee as a result of a default by Lessor of any of its obligations set forth in this Lease. Notwithstanding the above, Lessor shall not be obligated to indemnify Lessee Indemnified Parties for any damages incurred by Lessee Indemnified Parties due to Lessee Indemnified Parties' negligent, grossly negligent or willful acts.

8. Assignment and Financing. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) sell, convey, assign, sublease or otherwise transfer (collectively a "**Transfer**") to any Approved Assignee all or any portion of its right, title or interest under this Lease, in the Property and/or in any Solar Energy System; and/or (b) encumber, mortgage or pledge (including by mortgage, deed of trust or personal property security

instrument) all or any portion of its right, title or interest under this Lease in the Property and/or in any Solar Energy System to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). Except as permitted under (a) and (b) above, Lessee shall not transfer the Lease or any interest therein without the prior written consent of Lessor. No such Transfer shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest hereunder, in which event Lessee shall have no continuing liability; provided that, a Transfer to an affiliate of Lessee shall not relieve or release Lessee from any of its obligations under this Lease. For purposes of this Lease, the term "**Approved Assignee**" means (i) a Person who has, either alone or combined with such Person's parent company, net assets in excess of \$100,000,000, (ii) any Person who currently operates (or combined with such Person's parent company collectively currently operates) utility scale energy generation facilities, that, in the aggregate, total One Hundred (100) MW or greater of generation capacity, or (iii) an affiliate of Lessee; provided that, such affiliate satisfies the requirements of (i) and (ii) above.

A Transfer of Control of ownership or equity interests in Lessee, either voluntarily or by operation of law, shall constitute a "Transfer" under this section. "Transfer of Control" as used in the foregoing shall include, without limitation (a) an outright sale, assignment or Transfer of sufficient shares of Lessee's capital stock or ownership interests to vest 50% or more of Lessee's capital stock or ownership interests in persons or entities controlled directly or indirectly by persons or entities, some or all of whom are different than those persons or entities which directly or indirectly control 50% or more of Lessee's capital stock or ownership interests as of the Effective Date of this Lease, or (b) a sale, assignment or other Transfer of shares of the capital stock or ownership interests in any corporation, partnership or other entity, which, as of the Effective Date of this Lease, owns, separately or jointly with others, directly or indirectly, 50% or more of Lessee's capital stock or ownership interests, where such Transfer is sufficient to vest 50% or more of such capital stock or ownership interests in persons or entities, some or all of whom are different than those persons or entities owning such shares or ownership interest as of the Effective Date of this Lease. Accordingly, a Transfer of Control shall have occurred whenever 50% or more of Lessee's capital stock or ownership interests shall become subject to the direct or indirect control of persons or entities, some or all of whom are different than those persons or entities which directly or indirectly control that portion of Lessee's capital stock or ownership interests as of the Effective Date of this Lease. Upon the occurrence of any such Transfer without the prior written approval of Lessor, Lessor shall have the option to terminate this Lease by serving written notice of its election so to do.

As used in this Lease, the term "**Lender**" means any Person that from time to time provides secured financing or extends secured credit for some or all of Lessee's solar energy projects, Solar Energy System or Solar Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns including, but not limited to, tax equity and other similar investors. Following the creation of a Lender's Lien, Lessee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only have the effect of not binding Lessor hereunder with respect to such Lender until such notice is given. Notwithstanding anything herein to the contrary, Lessee shall only have the right to subject its leasehold

interest in the Property to a Lender's Lien and shall not have the right to subject Lessor's ownership interest in the Property to a Lender's Lien or any other encumbrance. In the event Lessee Transfers this Lease or any portion thereof to an Approved Assignee, Lessee shall pay to Lessor at the time of receipt of any monetary payment or any other compensation of any kind or character (including stock or tax credits) on account of or as a result of such Transfer ("**Compensation**") of any kind, a transfer fee in the amount of (i) \$100,000 for the first Transfer; and (ii) for any subsequent Transfer the greater of \$250,000 or five percent (5%) of the total Compensation received by Lessee or received by a third party for the account of, or on behalf of Lessee (the "**Transfer Fee**"); *provided, however*, that no Transfer Fee will be due and payable by Lessee relating to any Transfer of this Lease to an affiliate of Lessee that meets the definition of an Approved Assignee (regardless of the number of times Lessee Transfers this Lease to an affiliate).

9. Default; Remedies; Estoppel Certificates.

9.1 Default. If Lessee fails, for a period of thirty (30) days after Lessor gives Lessee written notice thereof, to: (i) pay the Rent or any sums due to Lessor hereunder, (ii) pay the taxes required hereunder, or reimburse Lessor for any real estate taxes applicable to the Extended Term Property during the Extended Term, as presented by the Lessor; (iii) maintain the insurance coverage required in this Lease, then Lessor shall be entitled to exercise any of the remedies set forth in Section 9.2 hereof. Except for items (i), (ii), and (iii) above, if a Party (the "**Defaulting Party**") fails to perform its obligations under this Lease (as set forth in Paragraphs 1 through 11 herein) in any material respect (an "**Event of Default**"), then it shall not be in Default (as defined below) if it cures such Event of Default within sixty (60) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Lease, the term "**Default**" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

9.2 Remedies. Subject to Section 10, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required herein, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 10, Lessor, at its option, may take any or all of the following actions: (a) terminate this Lease and all of the right, title and interest of Lessee in and to the Property without any further notice; (b) re-enter and take possession of the

Property, including all improvements and personal property theretofore placed by Lessee or affiliated party in or upon the Property, to the extent necessary to compensate Lessor for 115% of all Rent reserved by contract at the time of such Default, and without refund of any Rent or other amounts paid hereunder, and hold and possess the same as its absolute property free and clear of any claims of, by or through Lessee, and pursue any and all other remedies available under the laws of the State; (c) proceed to collect all indebtedness of Lessee to Lessor, including but not limited to Rent due or accrued up to the time of termination and reentry and any rent that may be accelerated hereby, including interest at the highest effective prime interest rate plus five percent (5%) as then reported in *The Wall Street Journal* calculated daily from the date such payment was due until such date payment is received by Lessor in any manner permitted under the laws of the State and/or the government of the United States; (d) recover from Lessee all reasonable attorney fees and costs in exercising and enforcing its remedies and rights hereunder; (e) exercise any or all of the rights of Lessor under this Lease, and/or Lessor's rights as a secured party under the UCC and applicable laws upon Default by a Lessee; (f) seek to have Lessee specifically perform its obligations under this Lease or the other agreements or documents executed in connection herewith; and (g) for a Default in making payments as provided in (i) above, direct that all Solar Operations conducted by Lessee on the Property be suspended for so long as such Default remains uncured, and upon such directive, Lessee shall immediately suspend operations, except only such operations as are necessary (i) to comply in all material respects with all applicable laws, rules, regulations, permits and orders governing the Property and (ii) to maintain and preserve the Property, including, without limitation, any Solar Energy Systems and other personal property of Lessee located thereon.

If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

9.3 Estoppel Certificates and Consent. Lessor shall, within ten (10) days after written request made from time to time by Lessee or any existing or proposed Lender, execute and deliver to the Lessee an instrument (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof), (d) certifying that Lessor is the owner of the surface of the Property, and Solid Mineral Owner is the owner of the Solid Minerals, (e) certifying that each person or entity signing the Lease on behalf of Lessor is authorized to do so, (f) certifying that Lessor has the unrestricted legal power, right and authority to enter into the Lease, and the Lease is and will be in full force and effect, without the necessity of any consent of or joinder by any other Person or entity authorized to do so, (g) to Lessor's knowledge, a general representation certifying, to the knowledge of Lessor, as to the then-current Solid Mineral operations on the Property, and (h) identifying and attaching true and correct copies of any then-current Solid Mineral Leases affecting the Property. Lessor agrees to use its best efforts to obtain from the Solid Mineral Owner, an estoppel containing a general representation certifying, to the knowledge of Solid Mineral Owner, as to the then-current Solid Mineral operations on the Property. Any such certificates may be conclusively relied upon by Lessee. In the event

Lessor fails to execute and deliver such estoppel as contemplated in this Section 9.3, then such failure shall constitute an Event of Default.

10. Protection of Lenders. Notwithstanding any other provision of this Lease to the contrary:

10.1 Lender's Rights. Each Lender shall have the absolute right (but not the obligation) to do the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "***Leasehold Estate***"); (d) take possession of and operate the Property and the Solar Energy System or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any Person or entity meeting the qualifications set forth in Section 8 "Approved Assignee" and only after obtaining such Assignee with the required qualifications ; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any Person who acquires the same from or on behalf of a Lender, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect.

10.2 Copies of Notices of Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the Event of Default and the required remedy.

10.3 Lender's Cure Rights. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional thirty (30) days to cure any event of Default relating to the payment of Rent, taxes or procuring the insurance coverage required in this Lease and an additional sixty (60) days for all other events of Default sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, including the time required for the Lenders to obtain possession of the Property, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

10.4 Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of the Property, the Solar Energy System and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 10.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the

Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee's other obligations hereunder as and when the same are due. If a Lender is prohibited from commencing or prosecuting the proceedings described above by Law or by any process, injunction or decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition. Nothing contained in this Section 10.4 shall affect the Lender's obligation to pay the Rent, taxes and provide the insurance coverage required in this Lease within the time frame set forth in Section 10.3 and thereafter continuing to pay or provide for the same until such time as the Lease is assigned to a Person or terminated.

10.5 Performance By Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

10.6 Rejection; New Lease. If this Lease is rejected or otherwise terminated pursuant to bankruptcy Law or any other Law affecting creditors' rights, then, so long as a Lender cures any monetary Event of Default by Lessee, as required by Sections 10.3 and 10.4 (including the payment of Rent, taxes and providing insurance coverage) Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other Person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Property and conduct Solar Operations thereon as if this Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, who meets the qualifications set forth in Section 8 without the Lender assuming the burdens and obligations of the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

10.7 Modifications of Lessee's Obligations. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender, and any such modification, amendment or surrender as described in this Section 10.7 obtained without prior written consent of each Lender shall be considered void.

10.8 Amendment. At Lessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by any existing or proposed Lender, and shall execute such additional documents as may reasonably be requested

to evidence such Lender's rights under this Lease; provided, however, that without Lessor's consent, such amendment shall not materially impair the rights of Lessor under this Lease or extend the term of this Lease beyond the period of time stated in Section 4. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto a certificate (a) to the effect that Lessor will accord to such Lender all the rights and privileges of a Lender hereunder and (b) containing such other provisions and consents as such Lender may reasonably request. Nothing contained in this Section 10.8 shall require the Lessor to reduce the Rent or to modify in any respect the provisions in this Lease pertaining to insurance, indemnification, the payment of taxes and the obligations to comply with all Laws and regulations relating to the Solar Energy System.

11. Miscellaneous Provisions.

11.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, "**Notices**") shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the addresses provided beneath the signatures of the Parties as set forth below. Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this Section 11.1, and each Lender may do the same by giving such notice to Lessor. The Rent shall be wired in accordance with the following wiring instructions:

For the account of Lessor
Cadence Bank
3500 Colonnade Pkwy Ste 600
Birmingham, AL 35243
ABA 062206295
Account 5500236459

11.2 Lessee's Right To Surrender; Quitclaim. So long as Lessee is not in material Default of any of the terms, covenants and conditions in this Lease to be performed by Lessee, and subject to Section 10.7, during the Development Term, Lessee shall have the right to terminate the Lease as to all or any part or parts of the Property at any time, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of [REDACTED]. Except as hereinafter provided in this Section 11.2, upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Property (or such part or parts thereof, as applicable) as to which such termination applies, but this Lease shall remain in full force and effect as to any remaining parts of the Property. During the Extended Term, Lessee shall also have the right to terminate this Lease as to all of the Extended Term Property at any time, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of an amount [REDACTED] and upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Extended Term Property. Irrespective of a surrender and/or termination of this Lease, (i) Lessee shall remain responsible for the following: (a) any claim for workers' compensation benefits

filed at any time by, or on account of, any employee or former employee of Lessee, or any employee or former employee of any contractor engaged by Lessee; (b) Lessee's obligation to indemnify, protect and save harmless Lessor pursuant to any indemnification or similar provision in this Lease; (c) Lessee's obligation to comply with all Laws and regulations, environmental or otherwise; (d) the payment of any Rent due Lessor or any payment of property taxes due accruing prior to the surrender or termination; (e) Lessee's obligation to remove the Solar Energy System and reclaim the Property or the applicable portion thereof pursuant to Section 6.4, and (ii) Lessor shall remain responsible for the following: (a) any claim for workers' compensation benefits filed at any time by, or on account of, any employee or former employee of Lessor, or any employee or former employee of any contractor engaged by Lessor; and (b) Lessor's obligation to indemnify, protect and save harmless Lessee pursuant to any indemnification or similar provision in this Lease. The portion of the Property remaining after any partial termination of this Lease shall thereafter be the "Property" for purposes of this Lease and all payment amounts based on acreage shall be adjusted accordingly, including, without limitation, the Extended Term Rent. In the event of any such partial termination, Lessor and Lessee shall cooperate to preserve and provide for reasonable means of access to and from the Property and partially terminated portions thereof, as reasonably necessary for Lessor's operations on such terminated property and Lessee's operations on the Property. Further, upon expiration or termination of this Lease for any reason, Lessee shall execute and record in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

11.3 Force Majeure. Lessee's obligations under this Lease shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Solar Operations or performing its obligations hereunder. The term "**Event of Force Majeure**" means any of the following actual events: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval or authorization within sixty (60) days after Lessee submits an application for the same; or any other matter or condition beyond the reasonable control of Lessee. Nothing contained herein shall suspend or excuse Lessee's obligation to: (i) pay to Lessor the Rent when the same is otherwise due and payable, (ii) make payment of property taxes as required herein, and (iii) procure the insurance required herein.

11.4 Condemnation. In the event the Property, the Solar Energy System, this Lease, or any portion or part thereof, or any easement on or interest in all or any part of the Property shall be taken, damaged, or injured by the exercise, or threat of exercise, of the right of condemnation or eminent domain, by inverse condemnation, by severance or for any public or quasi-public use, or any other legal proceedings or acts (herein a "**Taking**", whether filed, threatened or negotiated) by federal, state, county, municipal, or other governmental, public, or quasi-public authority, or by any corporation, limited liability company, limited partnership, person, or one or more others having power or authority to exercise the right of condemnation, eminent domain or similar legal proceeding (in each case, a "condemnor"), then the term of this lease shall continue and the parties shall enter into a joint defense agreement on terms mutually agreeable to Lessor and Lessee (the "**Joint Defense Lease**"). The Joint Defense Lease shall require, among other things, the following: (i) an affirmative covenant by the parties to jointly

pursue and defend claims with respect to a Taking, (ii) a negative covenant that prohibits either party from asserting against the other party any claim, defense or position which diminishes or precludes such other party's claim(s), defense(s) or position(s), (iii) a negative covenant by the parties that prohibits both parties from alleging or instituting a claim or cause of action against each other in connection with the Taking or the allocation of any amount received in connection with the Taking, (iv) a waiver by each party of such claims or causes of action, if such claims or causes of action exist, and (v) an affirmative covenant by the parties that any payments received from the condemnor in connection with such Taking, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Solar Energy System, any cost or loss that Lessee may sustain in the removal and/or relocation of the Solar Energy System, or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor.

11.5 Successors and Assigns. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to the covenants and provisions of this Lease, which shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and any other Person having any interest therein during their ownership thereof, and their respective heirs, executors, administrators, and permitted successors and assigns.

11.6 Attorney's Fees. In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Solar Operations or the Property, each Party shall pay their own respective costs and attorney's fees incurred in connection therewith.

11.7 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of landlord and tenant. Any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease and is hereby waived. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

11.8 Division Into Separate Leases. Lessee may divide the Property into two (2) or more separate Projects or phases of development ("**Phasing**"). If Lessee elects to conduct Phasing, upon Lessee's election and written notice to Lessor, Lessor shall, within twenty (20) days after written notice from Lessee, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Lessee two (2) or more stand-alone new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each of such new leases shall, unless otherwise agreed to by the Parties: (a) specify the portion(s) of the Property to be covered thereby (and the term "Property", as used therein, shall refer only to such portion(s)), (b) contain the same general terms and conditions as this Lease and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the then-remaining Term of this Lease; (d) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Lessee may designate; (e) require payment to Lessor of only an acreage-proportionate part of Rent and other payments under this Lease (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); and (f) to the extent permitted by Law, enjoy the same priority as this Lease over any lien, encumbrance or other interest against the Property. Notwithstanding anything herein to the contrary in this Section 11.8, the Lessee shall remain responsible to Lessor for all of the obligations set forth in this Lease, unless otherwise approved by Lessor in writing.

11.9 Security; Lessor's Access. Lessee, in its discretion, may install and maintain any security measures to protect the Solar Energy System, including, without limitation, warning signs, fences, closed or locked gates, and other measures appropriate to reasonably protect the Solar Energy System from damage or destruction. Lessor may obtain access to any such fenced portion of the Property for the purpose of inspection of activities thereon up to two (2) times per calendar year upon 20 days prior written notice to Lessee, provided that such access shall not unreasonably interfere with Lessee's Solar Operations and Lessor shall be accompanied by a representative of Lessee at all times and shall abide by any and all safety precautions.

11.10 Severability. If any provision of this Lease is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Lease, and to this end the provisions of this Lease are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Lease.

11.11 Headings. The headings in this Lease are for convenience only and are not intended to, and will not be construed to, limit, enlarge, or affect the scope or intent of this Lease nor the meaning of any provisions hereof.

11.12 Submission to Jurisdiction. Lessee hereby irrevocably (i) submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Kentucky or the Circuit Court of Martin County, Kentucky, (ii) waives, to the fullest extent permitted by law, any objection that they may now or in the future have to the laying of venue of any litigation arising out of or in connection with this Lease brought in any of the above courts, (iii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (iv) agrees that any legal proceeding against any party to this

Lease arising out of or in connection with this Lease shall only be brought in the foregoing federal or state courts. Lessee hereby agrees that service of process upon Lessee may be made by certified or registered mail, return receipt requested, at its address specified herein. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to this Lease, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The waivers in this Section 11.13 are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of this Lease. In connection with any litigation, this Lease may be filed as a written consent to a trial by the court.

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

11.14 Counterparts; Facsimiles. This Lease may be executed, and any memorandum thereof recorded, in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Lease transmitted by email (PDF) or facsimile to the same and full extent as the originals.

11.15 Miscellaneous. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Concurrently herewith, the Parties shall execute and deliver a memorandum of this Lease in the form attached as Exhibit "C", which Lessee may record in the county records. If Lessor consists of more than one Person, then the liability of each such Person shall be joint and several. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each Party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease. If this Lease is not executed by one or more of the Persons comprising the Lessor, or by one or more Persons holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those Persons who have signed this Lease. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

11.16 Special Obligations of Lessee. The following are special obligations of Lessee in favor of Lessor:

11.16.1 All costs and expenses of Solar Operations shall be borne by Lessee, and Lessor shall not be chargeable with or liable for any thereof.

11.16.2 Lessee shall consult with Lessor on its site development plan, showing Lessor the anticipated location of the Solar Energy System or portion thereof on the Property, before Lessee makes, in its sole discretion, the final decisions as to the location of such Solar Energy System. Lessee shall, to the extent commercially practicable, develop the Solar Energy System or portion thereof on the Property in the most efficient manner and with the least amount of interference with Lessor's continued use of its Property as is commercially reasonable taking into consideration good and prudent practices and industry standards for Solar Operations.

11.16.3 If Lessee constructs any new roads on the Property, upon either the written request of the Lessor or at Lessee's election, Lessee will install reasonably appropriate gates where such roads enter the Property, and, if so installed, Lessee shall furnish Lessor with keys to such gates.

11.16.4 After entering or exiting any gate providing access to the Property, Lessee shall close such gate, and, if requested by Lessor, shall lock the same; provided, however, that Lessee may leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Solar Energy System so long as such gates are attended while open.

11.16.5 Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

11.16.6 Lessee shall prohibit its employees from hunting on the Property, bringing on the Property any domestic animals, firearms or alcohol or driving at excessive speeds on the Property.

11.16.7 Lessee shall maintain the Extended Term Property with regards to ground vegetation, including mowing and weed control.

11.17 Anti-corruption. Each Party represents, warrants, and covenants that in connection with this Lease and the business and records resulting therefrom, it will (and will cause its agents and representatives to) act in accordance with all applicable federal, state, and local laws, ordinances, codes, regulations, and rules applicable to the Lease, including, without limitation, as required to comply with Anti-Corruption Laws. "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person. During the term of this Lease and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, at its expense, and the other Party shall take reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph. Nothing in this Lease shall require a Party to perform any part of this Lease or take any actions if, by doing so, the Party would not comply with Anti-Corruption Laws.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, Lessee has executed and delivered this Lease as of September 7th, 2023.

LESSEE:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: [Signature]

Name: Aaron Lipscomb

Title: Authorized Person

Address: 422 Admiral Boulevard
Kansas City, MO 64106

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of September, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Lynn Bark Energy Center, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

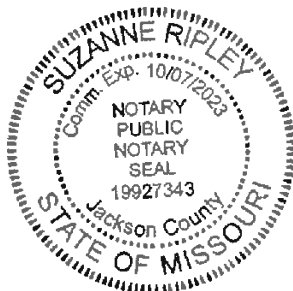
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

10/01/2025
[SEAL]

[Signature]
Notary Public in and for said County and State

Print Name: Suzanne Ripley



LESSEE

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: *Paul Northway*

Name: Red Northway

Title: Authorized Person

Address: 422 Admiral Boulevard
Kansas City, MO 64106

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 7th day of September, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Red Northway, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Lynn Bark Energy Center, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

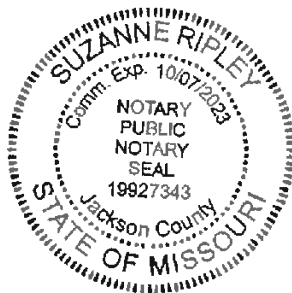
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

10/07/2023
[SEAL]

Suzanne Ripley
Notary Public in and for said County and State

Print Name: Suzanne Ripley



POCAHONTAS SURFACE INTERESTS LLC,
a Virginia limited liability company

By: Michael R. Blackburn
Name: Michael R. Blackburn
Title: Vice President and Regional Manager

Address:
800 Princeton Avenue
P. O. Box 1517
Bluefield, WV 24701

IN WITNESS WHEREOF, Lessor has executed and delivered this Lease as of Sept. 6, 2023.

[illegible]

Be it remembered that on this 6th day of September, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael R. Blackburn, to me personally known, who being by me duly sworn did say that he is the Vice President and Regional Manager of Pocahontas Surface Interests LLC, a Virginia limited liability company, and that the within instrument was signed and sealed on behalf of said Pocahontas Surface Interests LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

5-17-2025
[SEAL]

Beterosia J. Frillia
Notary Public in and for said County and
State

Print Name: Beteresia J. Willis



EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

Being a portion of land described in deed from Pocahontas Development Corporation to Pocahontas Surface Interests, Inc. dated December 16, 2016 and recorded in Martin County on December 21, 2016 in Book D193 Page 621 identified as:

48-MR-32 INEZ QUAD

Being part of Martin County Tax Parcel ID No:

030-00-00-052.00

021-00-00-016.00

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY

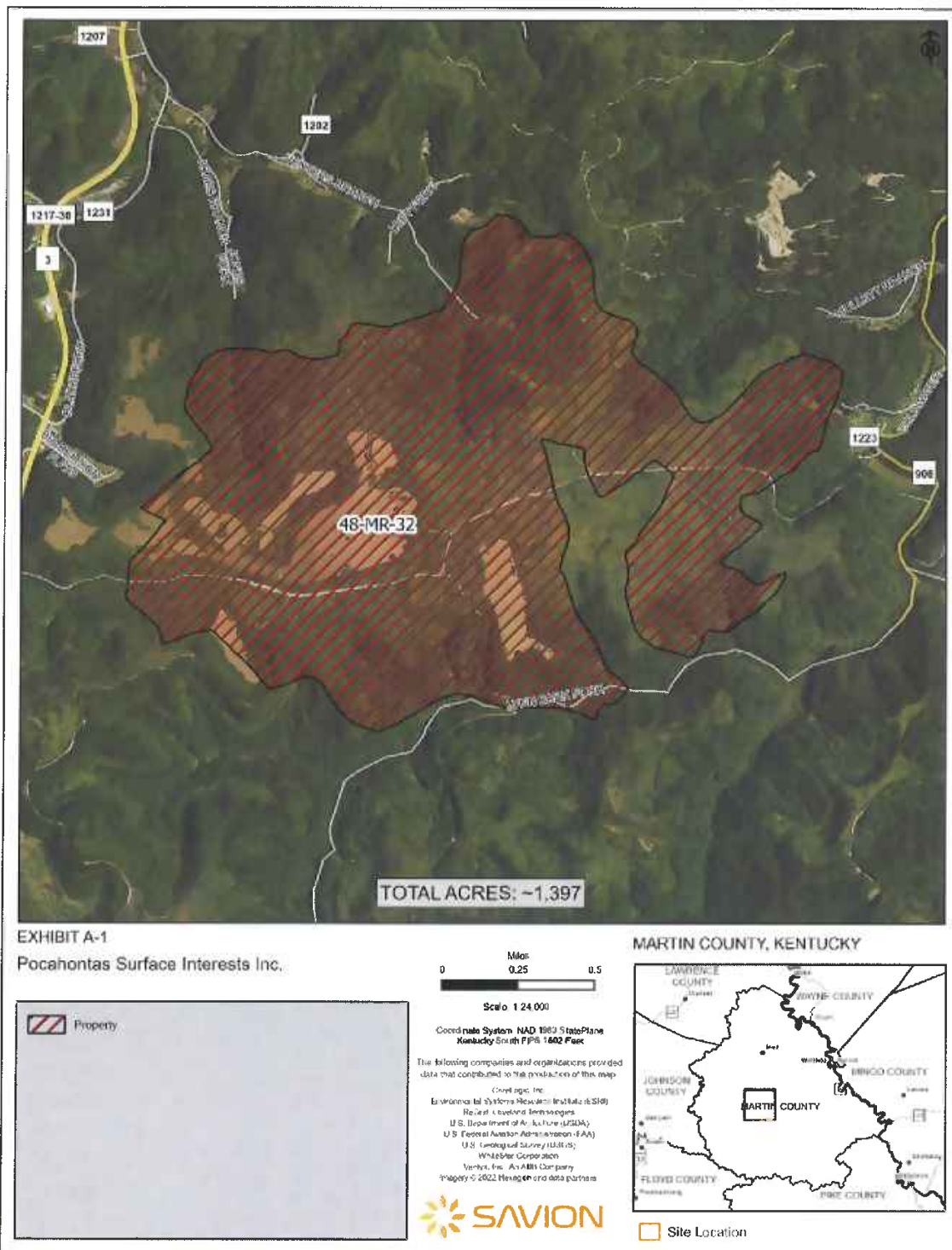


EXHIBIT "B"

LEASES, EASEMENTS, ENCUMBRANCES AND OTHER GRANTS

1. Lease dated May 30, 2006, between Pocahontas Development Corporation and David Hensley.

EXHIBIT "C"

MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE

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PREPARED BY AND
AFTER RECORDING, RETURN TO:

Lynn Bark Energy Center, LLC
422 Admiral Boulevard
Kansas City, MO 64106

MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE

THIS MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE (this "**Memorandum**") is dated effective as of the date of execution hereby by the final party to sign this Memorandum (the "**Effective Date**") by and between **Pocahontas Surface Interests LLC**, a Virginia limited liability company ("**Lessor**"), whose address is 800 Princeton Avenue, P. O. Box 1517, Bluefield, WV 24701, and **Lynn Bark Solar Project, LLC**, a Delaware limited liability company ("**Lessee**"), whose address is 422 Admiral Boulevard, Kansas city, MO 64106, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on **Exhibit "A"** attached hereto and incorporated herein, as generally depicted on the map attached hereto as **Exhibit "A-1"** (the "**Property**"); for solar energy and related purposes as provided in more detail below, which Property is located in the County of Martin, in the Commonwealth of Kentucky.

B. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") have entered into that certain unrecorded Option and Solar Energy Lease dated of even date herewith (the "**Lease**"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose of Lease.** Lessee shall have a right of access during the Development Term (defined in the Lease) for performing certain due diligence, as set forth below, and possession of the Property during the Extended Term (defined in the Lease) for the exclusive right for solar energy conversion and energy storage, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

1.1 During the Development Term, determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical

data, and installing temporary meteorological masts and solar energy measurement equipment;

1.2 During the Extended Term, developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structure, braces, wiring, plumbing, and related equipment, and necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

1.3 During the Extended Term, using any existing hydrant or water well or drilling, digging and excavating one or more wells on the Property, all at Lessee's sole cost and expense, for use during construction activities and routine maintenance operations, including, but not limited to, washing solar panels and spraying down dusty roads in connection with construction, servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

1.4 During the Extended Term, removing, trimming, pruning, topping, clearing, or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage off the property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided

further that, Lessee's removal of any such improvements or structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor within ten (10) days after notice from Lessee that any such improvement or structure must be removed, Lessor shall have a fifteen (15) day period to remove any such improvement at Lessor's expense. In the event Lessor fails to respond in writing to Lessee in such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or structures within such fifteen (15) day period, Lessee may remove and dispose of such improvements or structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

1.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes or construct such roads as Lessee may determine necessary from time to time located on or providing access to the Property, across any other adjacent property owned by Lessor and across any access routes over which Lessor has the right to travel;

1.6 An exclusive right to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical airspace over and across the Property and any adjacent property owned by Lessor;

1.7 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

Notwithstanding the foregoing in this Section 1, during the Development Term (defined in the Lease), Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option (defined in the Lease) with respect to such portion of the Property. Lessee's exercise of the Lease Extension Option shall memorialize the end of the Development Term and the execution of the Option to enter into the commencement of the Extended Term (as defined in the Lease), upon which Lessee shall be conferred the right, but not the obligation, for Lessee to construct and operate the Solar Energy System.

2. Among other things, this Lease includes the exclusive right and easement on, over and across the Property for the free and unobstructed flow of sunlight resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such sunlight, (ii) convert solar energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below).

3. The Lease shall initially be for a term of five (5) years commencing on the Effective Date and ending on _____, 2028. Lessee shall have the right and option to extend the term of the Lease for one additional period of thirty-two (32) years, upon the terms set forth in the Lease. Additionally, Lessee shall have the right to renew the Extended Term for two (2) additional five (5) year periods.

4. Any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Solar Energy System.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, restoration of the Property, assignment and lender protections.

7. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, Lessee has executed and delivered this Memorandum as of _____, 2023.

LESSEE:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

Be it remembered that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Lynn Bark Energy Center, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

Notary Public in and for said County and State

[SEAL] _____

Print Name: _____

LESSEE:

LYNN BARK ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Lynn Bark Energy Center, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Lynn Bark Energy Center, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

Notary Public in and for said County and State

[SEAL]

Print Name: _____

IN WITNESS WHEREOF, Lessor has executed and delivered this Memorandum as of _____, 2023.

LESSOR:

POCAHONTAS SURFACE INTERESTS LLC,
a Virginia limited liability company

By: _____

Name: Michael Blackburn

Title: Vice President and Regional Manager

WEST VIRGINIA)
COUNTY OF MERCER)

Be it remembered that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Blackburn, to me personally known, who being by me duly sworn did say that he is the Vice President and Regional Manager of Pocahontas Surface Interests LLC, a Virginia limited liability company, and that the within instrument was signed and sealed on behalf of said Pocahontas Surface Interests LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: _____.

Notary Public

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARTIN,
COMMONWEALTH OF KENTUCKY:

Being a portion of land described in deed from Pocahontas Development Corporation to Pocahontas Surface Interests, Inc. dated December 16, 2016 and recorded in Martin County on December 21, 2016 in Book D193 Page 621 identified as:

48-MR-32 INEZ QUAD

Being part of Martin County Tax Parcel ID No:

030-00-00-052.00

021-00-00-016.00

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY

