SOLAR ENERGY AND ENERGY STORAGE
OPTION AND LEASE AGREEMENT

This **SOLAR ENERGY AND ENERGY STORAGE OPTION AND LEASE AGREEMENT** (this "Agreement") is made, dated and effective as of the Effective Date (defined below), by and between **Landowner** (defined below) and **STMO BN, LLC**, a Delaware limited liability company ("Lessee"); and Landlord and Lessee are sometimes collectively referred to as the "Parties" and singularly as a "Party".

The Parties are entering into this Agreement for the purpose of securing site control for a second phase or second project Solar Project on the Property (defined below).

1. **Basic Provisions**. The following terms used in this Agreement have the meanings set forth below:

1.1	"Landowner"	Liberty Land LLC
1.2	"Property"	The surface and subsurface thirty (30) feet below the surface property subject to this Agreement, including all airspace thereof, is described on Exhibit A hereto and incorporated herein by reference and as generally depicted on the map attached hereto as Exhibit A-1. The parties agree the Property consists of at least [redacted] (the "Minimum Acreage") and up to [redacted]s (the "Maximum Acreage") of land located in Breathitt, Knott and Perry Counties, Kentucky. Notwithstanding anything in this Agreement to the contrary, the Property shall not include any portion of the Property which is surrendered at any time by the Lessee or any coal, oil, gas, or other minerals underlying the Property.
1.3	"Effective Date"	Upon execution by both Parties, the Effective Date of this Agreement shall be as of [redacted]
1.3A	"Option Period"	The single option period, commencing on the Effective Date, [redacted]
1.3B	"Option Payment"	Except as otherwise provided in Section 5.1, an annual payment to Landowner [redacted] payable in accordance with Section 5.1.
1.4	"Construction Period"	The period commencing [redacted] and expiring [redacted] (i) t[redacted] or (ii) [redacted]

		operation of the Solar Project (commonly referred to as C.O.D. or the Commercial Operations Date). **Lessee will give Landowner notice of the commencement of the Construction Period and pay the first Construction Period Payment** [redacted]
1.5	"Construction Period Payments"	The Construction Period Payment with respect to the Property shall be [redacted]
1.6	"Lease Rate" (sometimes referred to herein as the "Rent")	The Lease Rate* with respect to the Property shall be [redacted] * The Lease Rate escalation shall begin [redacted] During the Extended Term and during any Renewal Term [redacted]
1.7	"Extended Term"	The [redacted] period commencing upon the date as defined in Section 4 of this Agreement, [redacted]
1.8	"Solar Project"	Any and all Solar Energy Facilities and interconnection facilities, that are developed, constructed and/or operated on the Property, and/or on other property acquired by leasehold or by fee purchase, by or on behalf of Lessee, as an integrated Solar Energy System to generate, store, and deliver electrical power to purchasers of such power.
1.9	"Solar Energy Facilities"	All facilities, structures, equipment, machinery, materials and property of every kind and character, including, without limitation, Energy Storage Facilities, that are constructed, installed, and/or placed on, above, or under the Property by or on behalf of Lessee in connection with a Solar Project or Energy Storage. Solar Energy Facilities include, but are not limited to, individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities (including battery and battery-like technology making up Energy Storage Facilities)

		necessary to harness sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, heating, and power generation systems installed in connection with the foregoing solar energy facilities, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, interconnection facilities for delivery to a utility grid or other system (including transformers and electrical transmission lines), energy collection facilities, braces, wiring, plumbing, and related equipment, as well as facilities for solar research and development activities, including operations and maintenance building(s), together with all related utilities supporting same.
1.10	"Solar Operations"	Solar energy resource evaluation; solar research, solar energy development; converting solar energy into thermal and/or electrical energy; collecting, storing, and transmitting the thermal and/or electrical energy converted from solar energy; storage and transmitting stored energy; and any and all activities related to the foregoing.
1.11	"Energy Storage"	The capture and storage of energy produced at one time for utilization at a later time.
1.12	"Energy Storage Facilities"	Any method, equipment, facility, or improvement used to capture and store energy from any source and convert it and dispatch it as electrical power at a later time, including but not limited to battery, battery-like technology, or flywheel for storing any kind of energy and providing regulation, frequency response, load following capacity, or other storage benefit.

2. **Lease and Confirmation; Location of Solar Energy Facilities.**

2.1. **Lease and Confirmation**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landowner, Landowner hereby leases the Property to Lessee.

2.2. **Location of Solar Energy Facilities on the Property**. Except as hereinafter provided in Section 2.3, if Lessee determines in its sole discretion that any portion of the Property is not necessary or desirable for the proposed construction and installation of Solar Energy Facilities, Lessee may, but shall not be obligated to, unilaterally release any such portion of the Property from Lessee's leasehold interest under this Agreement, while retaining Lessee's interest under this Agreement in the retained portion of the Property. Lessee agrees that it shall determine and give notice to Landowner of the location of Solar Energy Facilities to be located on the Property as soon as reasonably practicable, and such location, together with all necessary and appropriate setbacks or portions of the land that may be useful for future phases of development, shall be deemed the "Property" thereafter. The Parties hereby agree that Lessee may unilaterally amend the Exhibit A to this Agreement as and if necessary, to modify the legal description of the Property following such determination. Lessee shall, at its sole cost and expense, with the

cooperation of Landowner (which may include Landowner's notary-acknowledged execution of such amendment), record in the Official Records of Breathitt, Knott and/or Perry Counties a mutually executed and acknowledged amendment to this Agreement and any memorandum of this Agreement, reflecting the final legal description of the Property. The location, total acreage and legal description of the land constituting the Property are subject to adjustment in Lessee's sole determination and discretion, or if and as required or desired by Breathitt, Knott and/or Perry Counties in order to obtain a permit for the Solar Project or Energy Storage Facilities.

2.3. **Limitations of Lessee's Unilateral Right to Release Any Portion of the Property.**

The Lessee's right to unilaterally release any portion of the Property [redacted] Lessee shall deliver to Landowner a written notice describing that portion of the Property that will be released from this Agreement, and that portion of the Property that will remain the subject of this Agreement; [redacted].

3. **Purposes of Lease; Permitted Uses**.

3.1. **Purpose of Lease for Solar Operations and Energy Storage**. The lease created by this Agreement is for Solar Operations or Energy Storage, or both, and throughout the term of this Agreement, Lessee shall have the sole and exclusive right to use the Property for Solar Operations and Energy Storage. Provided, however, until an option is exercised and the Construction Period commences as to particular Property designated by Lessee, Landowner shall have the right to use the Property for agricultural or any other purposes in accordance with applicable law; however, such use by Landlord shall not interfere with Lessee's permitted activities during the Option Period set forth in Section 3.3 hereof.

3.1.1 **Solar Energy Facilities Layout Plan**. Prior to the commencement of construction of the Solar Project, Lessee shall provide to Landowner a plan [redacted] Lessee may, from time to time upon written notice to Landowner and after consulting with Landowner make changes to the location of Solar Energy Facilities from the location(s) shown on the then current Solar Energy Facilities Layout Plan, and the Solar Energy Facilities Layout Plan shall be deemed to be modified to reflect such changes. [redacted]

[redacted]

3.2. **Permitted Uses of Property by Lessee for Solar Operations and Energy Storage**. Upon Lessee giving Landowner notice of the commencement of the Construction Period and paying the first Construction Period Payment as to all or any of the Property listed on Exhibit A, the rights granted to Lessee in this Agreement as to a particular parcel so entering the Construction Period, with respect to Solar Operations and Energy Storage, shall permit Lessee, without limitation, to do the following:

3.2.1. conduct studies and collect data relating to solar radiation, solar energy, and other meteorological information;

3.2.2. construct, erect, install, reinstall, replace, relocate, and remove from time to time the following on the Property: (a) Solar Energy Facilities; (b) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures or underground, and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way on, along, in and under the Property; (c) Energy Storage Facilities; (d) solar energy measurement equipment; (e) maintenance yards, control buildings, control boxes and computer monitoring hardware; (f) solar monitoring station; and (g) any other improvements, including roads, fixtures, facilities, machinery and equipment useful or appropriate to accomplish any of the foregoing (all of the foregoing, including the Solar Energy Facilities, collectively, a "Solar Energy System");

3.2.3. excavate, grade, level and otherwise modify the land included within the Property, with Landowner's approval, which shall not be unreasonably withheld, in connection with Lessee's use of the Property for Solar Operations and Energy Storage;

3.2.4. use, maintain, monitor, and operate the Solar Energy Facilities and Energy Storage Facilities on the Property; and

3.2.5. undertake any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, in connection with or to accomplish any of the foregoing purposes.

3.3. **Restricted Uses During Option Period and Construction Period**. Notwithstanding anything contained herein to the contrary, during the Option Period and Construction Period and until conclusion of construction activities related to the Solar Energy Facilities, Lessee's permitted activities shall include the following: conducting studies of solar radiation, solar energy and other meteorological data; extracting soil samples, performing geotechnical tests, conducting solar research and development, and conducting such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate,

as well as constructing, erecting, installing, relocating and removing from time to time meteorological equipment and other facilities for solar research and development, together with rights of ingress and egress pursuant to Section 3.4. During the term of this Agreement, Lessee has the right to install solar measuring equipment on the Property.

3.4. **Ingress and Egress**. During the Option Period, Lessee has the right of ingress of and egress from any of its installations, stations, or equipment on the Property over and across the Property by means of any existing roads and lanes located on the Property for any of the permitted activities set forth in Section 3.3 hereof, including the delivery and erection of any permitted installations, stations or equipment on the Property. Upon Lessee entering the Construction Period as to all or any portion of the Property listed on Exhibit A, this Agreement includes the right of ingress of and egress from (i) the Solar Energy Facilities located on the Property over and across the Property by means of any existing roads and lanes located on the Property, and by such other route or routes as Lessee may construct on the Property from time to time, for the benefit of and for purposes incidental to Solar Operations and Energy Storage on the Property.

3.5. **Acknowledgments of Uses Related to Solar Operations and Energy Storage**. The parties acknowledge and agree that:

3.5.1. solar energy and Energy Storage technologies are improving at a rapid rate and that it is likely that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Property with new model or design Solar Energy Facilities that have increased energy capture and efficiency;

3.5.2. the rights granted to Lessee in this Agreement include the right to conduct any and all Solar Operations and Energy Storage on the Property, for the benefit of and for purposes incidental to Solar Operations and Energy Storage, activities and projects on lands other than the Property, including, the right to (i) install and maintain on the Property transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Property, and (ii) install and maintain on the Property communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Property.

3.6. **Uses by Multiple Solar Projects**. Lessee may use the Property for one Solar Project, or Lessee may divide the Property into multiple Solar Projects, or Lessee may combine the Solar Energy Facilities and Energy Storage Facilities located on the Property with Solar Energy Facilities and Energy Storage Facilities located adjacent to or in the vicinity of the Property to form a single Solar Project or Energy Storage project.

3.7. **Survival of Covenants**. Landowner acknowledges that the Solar Energy Facilities and Energy Storage Facilities on the Property may be a portion of a larger Solar Project or Energy Storage project. Landowner further acknowledges that the covenants, conditions, rights and restrictions in favor of Lessee under this Agreement and Lessee's reliance on and benefit from those covenants, conditions, rights and restrictions may be for the benefit of such larger project, the Solar Energy Facilities or Energy Storage Facilities of which will from time to time share structural and transmission components, ingress and egress, utility access, and other support, with

the Solar Energy Facilities or Energy Storage Facilities located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Solar Energy Facilities or Energy Storage Facilities on the Property or an adjacent property are under development, being replaced, or in operation.

3.8. **Grant of Solar Rights**. Landowner hereby grants Lessee rights on, over, and above the Property for the free passage of solar radiation to the Solar Energy Facilities. Any obstruction to the passage of direct solar radiation across the Property to the Solar Energy Facilities by Landowner or persons other than Lessee or a Tenant or Assignee (as defined in Section 10.1 below) or persons claiming through or under Lessee or a Tenant or Assignee is prohibited. Lessee shall have the right to remove trees, structures and improvements on the Property which adversely impacts the Solar Operations. Landowner may not, in connection with Landowner's use of property in the vicinity of the Solar Energy Facilities or operation of its business, place structures or improvements that may impede or interfere with the passage of direct solar radiation to the Solar Energy Facilities. Landowner will not consent to any proposed variance, amendment or other modification of applicable local or state law that would adversely impact the rights granted to Lessee in this Section 3.8.

4. **Option Period; Construction Period; Extended Term; Renewal Term.** Lessee's rights under this Agreement shall continue initially throughout the Option Period and Construction Period. During the Option Period, Lessee shall have the option to provide Landowner with written notice (i) that Lessee is electing to enter into the Construction Period at any time identified by Lessee in such a project advancement notice, or (ii) that Lessee is electing to terminate this Agreement at any time identified by Lessee in such a termination notice. At the end of the Option Period, if this Agreement has not been terminated [redacted] At Lessee's election [redacted] Lessee may also provide Landowner with written notice of the commencement of the Extended Term on some date certain [redacted] During the Extended Term, Lessee and any Tenant or Assignee (as defined in Section 10.1 below) may, by notice to Landowner [redacted] prior to the expiration of the Extended Term, elect to extend this Agreement [redacted] With respect to any extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

5. **Payments.** Lessee will pay Landowner the following amounts:

5.1 **Option Period Payments.** In order to keep this Agreement in effect during the Option Period, Lessee shall pay [redacted] the Option Payment [redacted]

Notwithstanding the above, in the event Lessee assigns or transfers by any means Lessee's interest in this Agreement, or any portion thereof, [redacted] the assignee/transferee shall pay to Landowner the Option Payment on the date such transaction is concluded and will thereafter pay subsequent annual Option Payments in the amounts set forth in Section 1.3B [redacted] In the event a transaction contemplated in this Section 5.1 occurs [redacted] then the assignee/transferee shall pay to Landowner [redacted]

5.2 **Construction Period Payments.** In order to keep this Agreement in effect during the Construction Period, Lessee shall pay Landowner the first annual Construction Period Payment [redacted] All subsequent Construction Period Payments shall be made [redacted]

Construction Period Payments will automatically discontinue the earlier of the date of the Extended Term notice or any termination of this Agreement. [redacted]

5.3 **Lease Rate Payments.** [redacted] the Lessee shall pay the Lease Rate set forth in Section 1.6 above to Landowner, [redacted] Upon termination of this Agreement, [redacted]

6. **Ownership of Solar Energy Facilities**. Landowner shall have no ownership or other interest in any Solar Energy Facilities installed on the Property or any environmental attributes produced therefrom, including without limitation any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Solar Energy Facilities or the electric energy, capacity or other generator-based products produced therefrom. The manner of operation of the Solar Energy Facilities, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

7. **Taxes**. [redacted]

8. **Lessee's Representations, Warranties and Covenants**. Lessee hereby represents, warrants, covenants and acknowledges to Landowner as follows:

8.1. **Location of Solar Energy Facilities; Site Plans**. Notwithstanding any other provision of this Agreement, Landowner expressly reserves the right to use the Property, for all other purposes to the extent such use by Landowner does not, currently or in the future, interfere with Lessee's operations hereunder or enjoyment of the rights hereby granted; Lessee shall make reasonable efforts not to disturb Landowner's activities on the Property, provided, however, that Lessee's development, construction, operation, maintenance, and removal of Solar Energy Facilities in accordance with this Agreement shall not be considered or deemed to be a disturbance to Landowner. Lessee shall post the access roads it constructs going to the Solar Energy Facilities as being private roads only for use by Landowner, and by Lessee's authorized personnel in connection with the Solar Energy Facilities. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee's rights under this Agreement.

8.2. **Insurance**. Prior to commencing Solar Operations on the Property, Lessee agrees to maintain and keep in force during the Option Period, Construction Period, Extended Term and First Renewal Term a policy of commercial general liability insurance policy 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 the minimum coverage limits in the amount of [redacted] and [redacted] in the aggregate. The limits of liability may be satisfied by a combination of primary and umbrella or excess insurance policies. Landowner, its members, employees and agents 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 Commonwealth of Kentucky, acceptable to Landowner.

Lessee further covenants and agrees that all employees of Lessee or any and all other persons performing work on the Property pursuant to the rights granted in this Agreement

will be fully covered by or insured at all times by Workers' Compensation and/or employer's liability insurance, or be qualified as a self-insured under the laws of the Commonwealth of Kentucky, and to that end Lessee shall comply with all applicable Workers' Compensation laws, rules and regulations and shall make all necessary contributions and/or premiums or other payments and maintain employer's liability insurance in form and amounts acceptable to Landowner, or be approved as a self-insured employer.

The insurance required herein shall provide that such insurance may not be canceled or terminated in any manner not less than thirty (30) days written notice to Landowner, except for ten (10) days notice for non-payment of premium. Such insurance shall provide a waiver of subrogation for claims regarding the Agreement 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 [redacted] after termination of this Agreement. Lessee's insurance shall be primary to any other liability insurance coverage that Landowner may have or that may be applicable for the benefit of Landowner, and shall be in support of, not in satisfaction of, Lessee's indemnification obligations set forth in this Agreement to the extent obligations are insurable.

8.3 **Indemnification of Landowner.** Lessee shall conduct operations hereunder on its own behalf and not as an agent or employee of Landowner. Lessee shall and hereby covenants and agrees to indemnify, defend and hold harmless Landowner, its members, employees, agents, successors and assigns ("*Landowner 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 Agreement, 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 Landowner 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 Facilities 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 Landowner Indemnified Parties as a result of a default by Lessee of any of its obligations set forth in this Agreement. Notwithstanding the above, Lessee shall not be obligated to indemnify Landowner Indemnified Parties for any damages incurred by Landowner Indemnified Parties due to Landowner Indemnified Parties' negligent, grossly negligent or willful acts. Notwithstanding the foregoing Lessee's liability under this Section 8.3 shall not include business opportunities, profits or the like that may result from Landowner's loss of use of portions of the Property by reason of Solar Operations (for which Landowner will be compensated solely through the provisions of Section 5 hereof). Lessee's obligations set forth in this Section 8.3 shall survive the expiration or earlier termination of this Agreement.

8.4 **Requirement of Governmental Agencies**. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Solar Energy Facilities. In its sole discretion and through

appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where appropriate or required, Lessee shall have the right to contest the validity or applicability to the Property or Solar Energy Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee, but Lessee shall observe and comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

8.5 **Construction Liens**. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to this Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

8.6 **Compliance With Law.** Lessee shall, at Lessee's expense, at all times promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements of federal, state, county and city governments (hereinafter "Law(s)") with respect to the use, care and control of the Property.

8.7 **Hazardous Materials and Landfill**. Without limiting the generality of Section 8.7, 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 Landowner'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 Landowner and Landowner 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. Landowner and Landowner Indemnified Parties shall have no liability or responsibility under this Lease, and, without limiting the generality of Section 6.7 hereof, Lessee shall hold Landowner and Landowner Indemnified Parties harmless and defend Landowner and Landowner Indemnified Parties from, and reimburse Landowner and Landowner 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 Landowner or an Landowner Indemnified Party, or any Hazardous Materials Claims that may otherwise result from Landowner's acts or omissions. This indemnification shall survive the termination of this Lease.

If any part of the Property includes any portion of a landfill, Lessee shall not, in any way, disturb such landfill without the prior written consent of Landowner and any governmental agency which Landowner may require including, but not limited to, the designated state regulatory body.

8.8 **Representations.** Lessee acknowledges that this Agreement is accepted and executed on the basis of Lessee's own examination and personal knowledge of the value and condition of the Property; that no representation as to the value, condition or repair of the Property has been made by Landowner or any agent of Landowner; and that Lessee agrees to take the Property in the condition the Property is in at the date of the execution of this Agreement.

8.9 **Repair and Maintenance.** Lessee shall, at Lessee's expense, maintain the Property in good order and condition during the term of this Agreement.

8.9.1 Lessee shall consult with Landowner regarding the removal of top soil from the Property. Lessee shall make commercially reasonable efforts to preserve top soil during construction. Landowner acknowledges that Lessee may use any soil other than topsoil as part of the general construction process, provided that such use is on the property of Landowner. If any excess soil is available after construction on Landowner's land, Lessee shall offer such soil to Landowner for Landowner's use and Landowner may move such soil at Landowner's sole cost. If Landowner does not elect to take the soil, Lessee shall be responsible for such soil's removal, at Lessee's expense.

8.9.2 Lessee shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Lessee's construction or operation activities cause on the Property, and Lessee will pay crop damage for any crops damaged by flood due to broken tile attributable to Lessee's activities on the property. Underground electrical wires and cables shall be installed with a trencher, and to a depth not less than 42 inches

below the surface of the ground. All farm drainage tile which intersects the Lessee's underground electrical wires and cable shall be identified and repaired and/or replaced, if damaged, by a contractor qualified in farm drainage. Lessee agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner or Landowner's representative is immediately available to do so [redacted] after receiving notice from the Lessee that the tile repair and connections have been completed and are ready to be backfilled. If Landowner is not available, or upon Landowner's election, Lessee's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Lessee shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all underground electrical wires and cables, on the Property of Landowner, as well as the intersection of all such underground improvements with the drainage tile system on the Property. In the event that Landowner's activities on the Property subsequent to installation of the Solar Energy Facilities shall require a physical relocation of said wires and cables, Lessee agrees to do so, [redacted]

8.9.3 Lessee shall undertake commercially reasonable efforts to control weed outgrowth on the Property during the term of this Agreement.

8.10 **Return of Property.** Upon the expiration of this Agreement or its termination for any cause, Lessee shall return the Property in good order and condition. Specifically, Lessee shall, [redacted] remove all improvements of Lessee down to the depth that such underground improvements are installed, except such improvements as roads or similar ground improvements as expressly designated by Landowner, and which Lessee is specifically instructed by Landowner not to return to the prior condition as existing as of the Effective Date of this Agreement. Lessee shall comply with appropriate local or state regulations relative to provision of any surety or guaranty of this obligation.

9. **Landowner's Representations, Warranties and Covenants**. Landowner hereby represents, warrants and covenants to Lessee as follows:

9.1 **Landowner's Authority**. Landowner has full power and authority to enter into, deliver and perform this Agreement and to consummate the transaction contemplated hereby. No rights to convert the solar resources of the Property or to otherwise use the Property for solar energy conversion purposes have been granted to or are held by any party other than Lessee. Each person signing this Agreement on behalf of Landowner is authorized to do so. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

9.2 **Quiet Enjoyment.** To the extent Landowner possesses and has the lawful right to convey quiet enjoyment of the Property it does so during the entire term of this Agreement, Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Landowner or any other person, subject however, to all prior reservations, easements, rights of way, all other agreements of record, any title defects and such matters as may be disclosed by a title examination performed by Lessee's counsel or title specialist, a current survey or physical

inspection of the Property and subject to the rights of the owners of the coal, oil, gas and other minerals underlying the Property, or any portion thereof. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or lien for property taxes) provide for payment or performance of any obligations by Landowner, then Landowner shall, prior to delinquency, make such payment and perform such obligations.

Lessee acknowledges that Landowner has made no representation or warranty of any kind or nature with respect to the condition of the Property. To the Landowner's knowledge, the Property is not in violation of any Law or regulation, including those pertaining to Hazardous Materials. Notwithstanding the above, the Landowner represents and warrants the Property is not encumbered by a mortgage or similar encumbrance granted by Landowner, its affiliates or its immediate predecessor in interest, Liberty Management LLC, to a financial institution or other lender.

9.3 **No Interference**. Any grant of rights Landowner hereafter makes to any person or entity related to the Property shall not, in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Solar Energy Facilities, located on the Property; (ii) access over the Property to Solar Energy Facilities; (iii) the undertaking of any other activities of Lessee permitted under this Agreement; (iv) the availability, accessibility, or non-obstructed passage of direct solar radiation across the Property; or (v) the transmission of electric, electromagnetic or other forms of energy to or from the Property. In no event during the term of this Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any Solar Energy System, Solar Energy Facilities or similar project on the Property.

9.4 **Title Review and Cooperation**. Landowner shall cooperate with Lessee to obtain non-disturbance, subordination and other title curative agreements from any person with a current lien, encumbrance, mortgage, lease or other exception to Landowner's fee or leasehold titles to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Agreement. If Lessee and Landowner are unable to obtain such agreements from any third party holding an interest in the Property, Lessee, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Agreement.

9.5 **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 Agreement or the financing of any project, then Landowner shall, at its sole cost and expense, use its best efforts 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. Lessee shall fully and promptly cooperate with Landowner's efforts to obtain the same. Landowner represents and warrants to Lessee that to the knowledge of Landowner, except for the matters 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, hunting, coal, oil, gas or other mineral or other subsurface leases or licenses.

9.6 **Requirements of Governmental Agencies**. Landowner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of Solar Energy Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical and other site assessments, surveys, plans and other such records of Landowner to the extent such information relates directly to the proposed Solar Energy Facilities.

9.7 **Indemnification of Lessee.** Landowner 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 negligent, grossly negligent or willful acts of Landowner or its affiliates (except for matters set forth in this Agreement for which Landowner has made no representations); or (ii) any damages incurred by Lessee as a result of a default by Landowner of any of its obligations set forth in this Agreement. Notwithstanding the above, Landowner 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.

10. Assignment and Financing, Transfer of Control and Assignment Fee.

10.1 **Assignment and Financing.** Except in the case of an Approved Assignee, as hereinafter defined, Lessee covenants and agrees that it will not sell, assign, sublease, mortgage, pledge, or otherwise transfer or encumber (collectively "Transfer") this Agreement, any rights, interests or estates created by this Agreement or all or any portion of the Property, either voluntarily or by operation of law, without having first obtained the written consent of Landowner which shall not be arbitrarily or unreasonably withheld, or conditioned, in the case of (a) a sale, assignment, or sublease between Lessee and an assignee and such assignee delivers to Landowner a covenant of assumption wherein such assignee expressly agrees to and with Landowner to assume and be bound by all of the covenants, terms, conditions and provisions hereof to the same extent as if said assignee had been named as the original Lessee, or (b) the encumbrance, mortgage or pledge (including by mortgage or personal property security instrument) of all or any portion of Lessee's right, title or interest under this Agreement, in the Property and/or in any Solar Energy Facilities to any Lender, as hereinafter defined, as security for the repayment of any indebtedness and/or the performance of any obligation relating to the financing of a Solar Energy Facilities on

the Property (a "Lender's Lien"). Any such Transfer shall not relieve Lessee from its obligations to perform and comply with all the covenants, terms, conditions and provisions of this Agreement, unless otherwise agreed in writing by Landowner. No such sale, conveyance, assignment, sublease or other transfer shall relieve Lessee of its obligations under this Agreement unless Lessee assigns its entire interest hereunder, or such a Transfer is made to an Approved Assignee in which event Lessee shall have no continuing liability. The Landowner's consent is not required in the event the assignee is an Approved Assignee. For purposes of this Lease, the term "Approved Assignee" means [redacted] or (iv) BrightNight, LLC or an affiliate of BrightNight, LLC. In the event Landowner consents to any Transfer, such consent shall not relieve Lessee and/or any transferee, mortgagee, assignee, sublessee, etc., from securing Landowner's written consent, if required, to any further Transfer, nor shall any such consent be construed as a consent to any further Transfer or as a waiver of any portion of this Section 10 or of Landowner's rights hereunder. For the avoidance of doubt, this Agreement does not give Lessee the right to Transfer any rights with respect to the Property owned by Landowner and not granted to Lessee pursuant to this Agreement or otherwise.

As used in this Agreement, 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 Facilities 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 Landowner; 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 Landowner 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 Landowner's ownership interest in the Property to a Lender's Lien or any other encumbrance.

10.2 **Transfer of Control.** 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 Agreement, 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 Agreement, 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 Agreement. 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 Landowner, Landowner shall have the option to terminate this Agreement by serving written notice of its election so to do. Notwithstanding anything herein to the contrary, the Lessee shall not be required to obtain Landowner's consent if the Transfer of Control is to a transferee which qualifies as an Approved Assignee or is a Lender.

10.3 **Lessee Early Termination Right.** Notwithstanding anything to the contrary in this Agreement, (i) [redacted] (an "**Early Termination**"); and (ii) upon an Early Termination, Lessee shall have no other liabilities or obligations to Landowner pursuant to this Agreement or otherwise.

10.4 **Landowner Transfers**. Landowner shall have the right to transfer Landowner's interest in all of the Property or any interest therein to any person or entity (a "Transferee") provided there is a concurrent transfer and/or assignment and assumption of Landowner's rights and obligations under this Agreement to the same Transferee as part of the same transaction. Further, Landowner shall have the right to transfer Landowner's interest in a portion of the Property to any person or entity; provided, however, that if Landowner transfers less than all of the Property to any person or entity (a "Partial Transferee") (i) Lessee shall have the right to receive, review, comment on and/or approve any applications for any such subdivision before the same are submitted to or filed with the applicable governmental body, and shall be entitled to receive prior written notice from Landowner of any public proceeding related thereto, (ii) any such subdivision shall not violate any zoning and/or subdivided land ordinances and regulations (including but not limited to any setback requirements) applicable to all or any portion of any Lessee's project located or to be located thereon, or on the Site, (iii) each such Partial Transferee must assume in a writing reasonably acceptable to Lessee all of Landowner's then-existing obligations under this Agreement to the extent same relate to the portion of the Property being transferred. In the event of such assumption, all references in this Agreement (as same may be bifurcated) to "Landowner" shall be deemed to include such Partial Transferee. Landowner shall have the right to mortgage the Property without the consent of Lessee, provided any such mortgage must be subordinate to and subject to this Agreement.

11. Default; Remedies; Estoppel Certificates.

11.1 **Default.** If Lessee fails, [redacted] after Landowner gives Lessee written notice thereof, to: (i) pay the Rent or any sums due to Landowner hereunder, (ii) pay the taxes required hereunder, or reimburse Landowner for any real estate taxes applicable to the Extended Term Property during the Extended Term, as presented by the Landowner; (iii) maintain the insurance coverage required in this Agreement, then Landowner shall be entitled to exercise any of the remedies set forth in Section 11.2 hereof. Except for items (i), (ii), and (iii) above, if a Party (the "Defaulting Party") fails to perform its obligations under this Agreement 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 [redacted] 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 [redacted] 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 [redacted] and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Agreement, 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.

11.2 **Remedies.** Subject to Section 12, 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, [redacted] Such remedies shall include [redacted]

If Landowner is the Non-Defaulting Party, then, subject to Section 12, Landowner, at its option, may take any or all of the following actions: [redacted]

If Landowner is the Defaulting Party, then Lessee may [redacted]

11.3 **Estoppel Certificates and Consent.** Landowner 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 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 each person or entity signing the Lease on behalf of Landowner is authorized to do so, (e) certifying that Landowner has the unrestricted legal power, right and authority to enter into the Agreement, and the Agreement 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. In the event Landowner fails to execute and deliver such estoppel as contemplated in this Section 10.3, then such failure shall constitute an Event of Default.

12**.** **Protection of Lenders.** Notwithstanding any other provision of this Agreement to the contrary:

12.1 **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 Agreement (the "Leasehold Estate"); (d) take possession of and operate the Property and the Solar Energy Facilities 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 10 "Approved Assignee" and (g) cause a receiver to be appointed to do any of the foregoing. Landowner's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Agreement by a Lender or any person who acquires the same from or on behalf of a Lender, Landowner shall recognize the same as Lessee's proper successor, and this Agreement shall remain in full force and effect.

12.2 **Copies of Notices of Default**. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Landowner 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.

12.3 **Lender's Cure Rights**. The Lender 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 Agreement, 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 Agreement 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. Landowner 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. Landowner shall not terminate this Agreement 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 Agreement as long as the Rent is paid by a Lender in accordance with the terms hereof.

12.4 **Effect of Proceedings**. If any Event of Default by Lessee under this Agreement cannot be cured without obtaining possession of all or part of the Property, the Solar Energy Facilities and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) [redacted] after receiving a Notice of Default from Landowner as set forth in Section 12.2, 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 of decision of any court, then such [redacted] shall be extended for the period of such prohibition. Nothing contained in this Section 12.4 shall affect the Lender's obligation to pay the Rent, taxes and provide the insurance coverage required in this Agreement within the time frame set forth in Section 12.3 and thereafter continuing to pay or provide for the same until such time as the Agreement is assigned to a person or terminated.

12.5 **Performance By Lender**. Any 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 the Leasehold Estate; and if such Lender succeeds to such absolute title, then 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.

12.6 **Rejection; New Lease**. If this Agreement 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 12.3 and 12.4 (including the payment of Rent, taxes and providing insurance coverage) Landowner 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 Agreement (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 Agreement 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 Agreement 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.

12.7 **Modifications of Lessee's Obligations**. Landowner shall not 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, nor shall Landowner accept a surrender of the Property or any part thereof or a termination by Lessee of this Agreement; in each such case without the prior written consent of each Lender, and any such modification, amendment or surrender as described in this Section 12.7 obtained without prior written consent of each Lender shall be considered void.

12.8 **Consent to Modification, Termination or Surrender**. So long as any Mortgage remains in effect, this Agreement shall not be modified, and Landowner shall not accept a surrender of any of the Property or a termination or release of this Agreement prior to expiration of all periods described in Section 4, without the prior written consent of all Lenders.

12.9 **Subleases**. During any periods following termination of this Agreement thereafter in which any Lender is entitled to enter into a new lease of the Property pursuant to Section 12.6, Landowner will not terminate any sublease or the rights of any sublessee thereunder unless the sublessee is in default under such sublease. During such period, if the Landowner receives any rent and other payments due from sublessees, including any sublessees whose attornment Landowner has agreed to accept, Landowner will do so as agent of such Lender and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Landowner. Upon the execution and delivery of a new lease with Lender, Landowner shall account to its counterparty under such new lease for the rent and other payments made under such subleases, and the counter-party shall then assign the rent and other payments due under such subleases to any Lenders under this Agreement. The collection of rent by Landowner acting as an agent pursuant to this Section 11.4 shall not be deemed an acceptance by Landowner for its own account of the attornment of any sublessee unless Landowner shall have agreed in writing with such sublessee that its subtenancy shall be continued following the expiration of any period during which a Lender may be granted a new lease, in which case such attornment shall take place upon the expiration of such period but not before. Landowner shall not be under any obligation to enforce any subleases.

12.10 **No Waiver**. No payment made to Landowner by any Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement or a waiver of the Lender's rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

12.11 **No Merger**. There shall be no merger of this Agreement, or of the leasehold estate or other interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the

Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

13. **Miscellaneous**.

13.1 **Force Majeure**. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a party hereto. Provided, that this Section 13.1 shall not excuse or extend payment obligations.

13.2 **Confidentiality**. Landowner shall maintain in the strictest confidence, for the benefit of Lessee, any Assignee or Tenant, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Energy Facilities, and the like, whether disclosed by Lessee, any Assignee or Tenant, or discovered by Landowner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any Assignee or Tenant. Notwithstanding the foregoing, Landowner may disclose such information to Landowner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Agreement; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Landowner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Agreement, the solar power project to be constructed on the Property by Lessee, or any other existing solar power project owned or operated by Lessee. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 **Condemnation.** In the event the Property, the Solar Energy Facilities, this Agreement, 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 Agreement shall continue and the Parties shall enter into a joint defense agreement on terms mutually agreeable to Landowner 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 Agreement or the Solar Energy Facilities, any cost or loss that Lessee may sustain in the removal and/or relocation of the Solar Energy Facilities, 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 Landowner.

13.4 **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 Agreement to be performed by Lessee, and subject to Section 12.7, in addition to Lessee's right to release certain real property [redacted] Lessee shall have the right to terminate the Agreement as to all or any part or parts of the Property at any time, effective upon [redacted] notice to Landowner and the payment to Landowner [redacted] Except as hereinafter provided in this Section 13.4, 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 Agreement 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 Agreement as to all or any portion of the Property at any time, effective [redacted] notice to Landowner and the payment to Landowner [redacted] and upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Property or the portion thereof which is surrendered and released. Irrespective of a surrender and/or termination of this Agreement, (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 Landowner pursuant to any indemnification or similar provision in this Agreement; (c) Lessee's obligation to comply with all Laws and regulations, environmental or otherwise; (d) the payment of any Rent due Landowner [redacted] accruing prior to the surrender or termination; (e) Lessee's obligation to remove the Solar Energy Facilities and reclaim the Property or the applicable portion thereof pursuant to Section 8.10, and (ii) Landowner 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 Landowner, or any employee or former employee of any contractor engaged by Landowner; and (b) Landowner'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 Agreement shall thereafter be the "Property" for purposes of this Agreement and all payment amounts based [redacted] In the event of any such partial termination, Landowner 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 Landowner's operations on such terminated property and Lessee's operations on the Property. Further, upon expiration or termination of this Agreement 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 Agreement.

13.5 **Successors and Assigns**. This Agreement shall burden the Property and shall run with the land. Landowner may not assign the rights and obligations of the this Agreement unless the new titleholder accepts all the terms and conditions of the Agreement and has acquired the fee interest in the real property. This Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Agreement shall be deemed to include Assignees and Tenants that hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

13.6 **Memorandum of Lease**. Landowner and Lessee shall execute in recordable form and Lessee shall then record a memorandum of the lease evidenced by this Agreement reasonably satisfactory in form and substance to Lessee and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property.

13.7 **Notices**. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Liberty Land LLC
[redacted]
P. O. Box 157
3550 Teays Valley Road, Suite 6
Hurricane, WV 25526
[redacted]

With copy to:

Charles J. Baird, Esq.
Baird & Baird, P.S.C.
P. O. Box 351
Pikeville, KY 41502
[redacted]

If to Lessee:

STMO bn, LLC
13123 E Emerald Coast Pkwy
Ste B#158
Inlet Beach, FL 32461
[redacted]

With copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
100 Light Street
19th Floor
Baltimore, MD 21202
[redacted]
Attention: Joseph G. Tirone

If to any Assignee or Tenant:
At the address indicated in the notice to Landowner provided under Section 10.1 hereof.

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this Section 13.7.

13.8 **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement between Landowner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement, or in a subsequent writing signed by both parties, is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

13.9 **Legal Matters**.

13.9.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the federal court located in the county in which the Property is situated, or if none, then a federal court nearest the county in which the Property is situated.

13.9.2 [redacted]

13.9.3 [redacted]

13.10 **Partial Invalidity**. Should any provision of this Agreement be held in a final and unappealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and unimpaired by the court's holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

13.11 **Tax Credits**. [redacted]

13.12 **No Partnership**. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

13.13 **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 together shall constitute a single instrument.

13.14 **Counsel.** Each of the parties hereto acknowledges that each party has been represented by counsel or have had an opportunity to consult with counsel in connection with the preparation and execution of this Agreement and that each party has thoroughly reviewed this Agreement with that party's counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of this Agreement.

13.15 **Security for Removal of Solar Energy Facilities.** [redacted] Lessee will obtain and deliver to Landowner a letter of credit, bond, or such other security as determined by Lessee and reasonably satisfactory to Landowner (the *"Security"*), in an amount equal to the cost of performing Lessee's obligations under Section 8.10 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 Agreement; [redacted] 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 Knott County, Kentucky, Circuit Court Judge; and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. [redacted] 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 Agreement. Notwithstanding anything in this Section 13.15 to the contrary the Lessee shall fully reclaim the Property pursuant to the provisions set forth in Section 8.10 hereof. Lessee's obligations set forth in this Section 13.15 shall survive the termination of this Agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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

LANDOWNER:
Liberty Land LLC

BY: Philip C Marsh II
Philip C. Marsh II, Authorized Member

COMMONWEALTH OF KENTUCKY

COUNTY OF PIKE

The foregoing Solar Energy and Energy Storage Option and Lease Agreement was acknowledged before me this _____ day of _____, 2021, by Philip C. Marsh II, Authorized Member of Liberty Land LLC, Landowner, on its behalf.

Notary Public for _____
My commission expires:_____
Commission No.:_____

LESSEE

STMO BN, LLC

BY: Martin Hermann
Martin Hermann
CEO

STATE OF _____

COUNTY OF _____

The foregoing Solar Energy and Energy Storage Option and Lease Agreement was acknowledged before me this _____ day of _____, 2021 by Martin Hermann, CEO of STMO bn, LLC, Lessee, on its behalf.

Notary Public for _____
My commission expires:_____
Commission No.:_____

EXHIBIT A

Description of Property

That certain real property located in Knott, Breathitt and Perry Counties, Commonwealth of Kentucky, more particularly described as follows:

Being portions of the property conveyed to Landowner in Deed Book 262, Pages 793-796 recorded in the Breathitt County Clerk's Office, Deed Book 413, Pages 648-651 recorded in the Perry County Clerk's Office and Deed Book 292, Pages 138-141 recorded in the Knott County Clerk's Office.

EXHIBIT A-1

Map showing the approximate location of the Property.

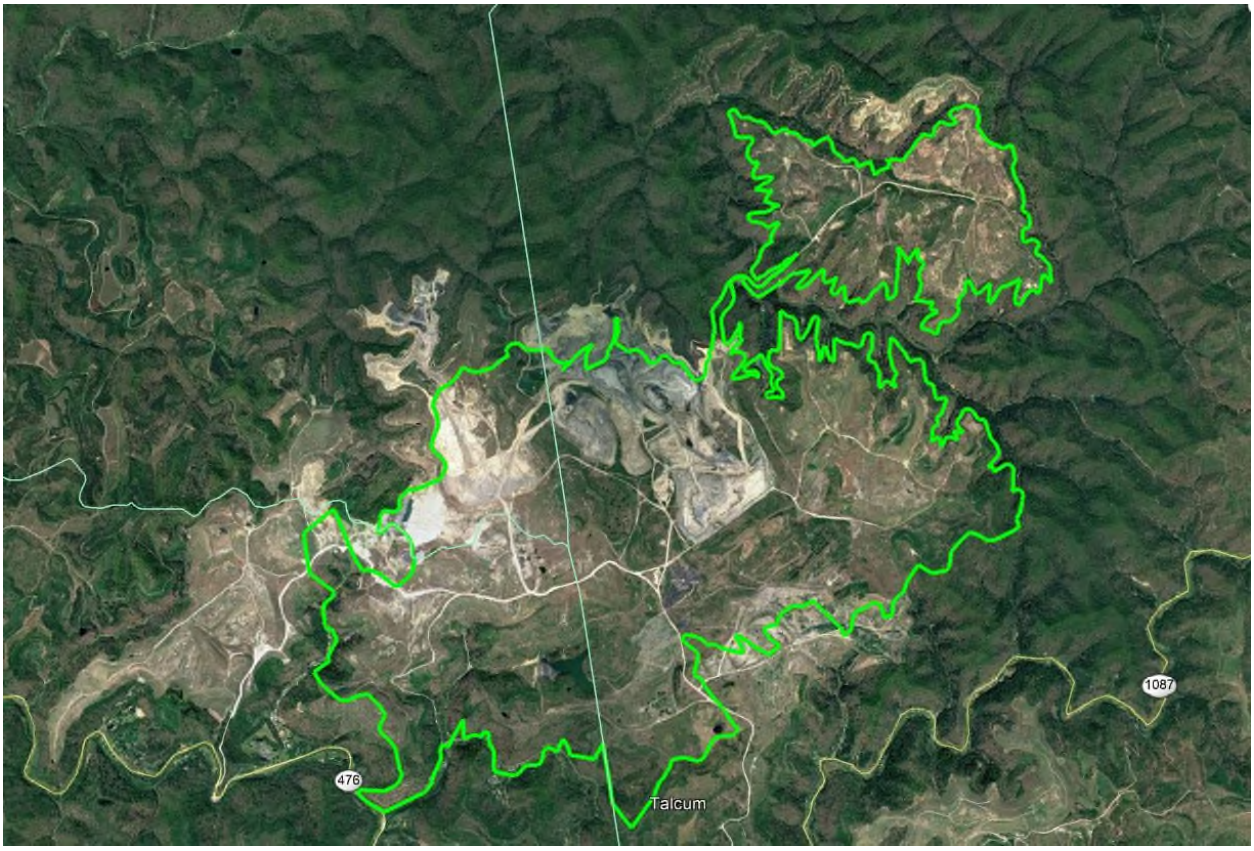


EXHIBIT B

Encumbrances known to the Landowner related to the Property

Landowner shall use commercially reasonable efforts to complete this **Exhibit B** no later than October 11, 2021; provided, however, notwithstanding anything to the contrary in this Agreement, (i) Lessee shall not be obligated to make any payments to Landowner, or incur or accrue any liability pursuant to this Agreement until fifteen (15) Business Days after both this **Exhibit B** and **Schedule 3.1.1** are provided to Lessee in writing in accordance with Section 13.7 (the "**Review Period**"); and (ii) Lessee shall have the right to terminate this Agreement, without payment, penalty or liability to Landowner or otherwise pursuant to this Agreement, at any time prior to the expiration of the Review Period by written notice to Landowner in accordance with Section 13.7.

Schedule 3.1.1

Agreements Between Landowner and Other Parties Affecting Property

Landowner shall use commercially reasonable efforts to complete this **Schedule 3.1.1** no later than October 11, 2021; provided, however, notwithstanding anything to the contrary in this Agreement, (i) Lessee shall not be obligated to make any payments to Landowner, or incur or accrue any liability pursuant to this Agreement until after the expiration of the Review Period; and (ii) Lessee shall have the right to terminate this Agreement, without payment, penalty or liability to Landowner or otherwise pursuant to this Agreement, at any time prior to the expiration of the Review Period by written notice to Landowner in accordance with Section 13.7.

Signature: Philip Marsh

Email: pmarsh@libertymanagementllc.com

Signature: Martin Hermann (Sep 10, 2021 19:12 PDT)

Email: martin@brightnightenergy.com

SOLAR ENERGY ENERGY STORAGE OPTION LEASE AGRMT No 2 (Execution 10-Sep-21)[44]

Final Audit Report 2021-09-11

Created:	2021-09-11
By:	Ron Kiecana (ron@brightnightenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVVER39AB8XV_zgte71P9L4VjYlOYbJZ8

"SOLAR ENERGY ENERGY STORAGE OPTION LEASE AGRMT No 2 (Execution 10-Sep-21)[44]" History

Document created by Ron Kiecana (ron@brightnightenergy.com)
2021-09-11 - 1:45:20 AM GMT

Document emailed to Philip Marsh (pmarsh@libertymanagementllc.com) for signature
2021-09-11 - 1:46:07 AM GMT

Email viewed by Philip Marsh (pmarsh@libertymanagementllc.com)
2021-09-11 - 2:01:41 AM GMT

Document e-signed by Philip Marsh (pmarsh@libertymanagementllc.com)
Signature Date: 2021-09-11 - 2:02:28 AM GMT - Time Source: server

Document emailed to Martin Hermann (martin@brightnightenergy.com) for signature
2021-09-11 - 2:02:30 AM GMT

Email viewed by Martin Hermann (martin@brightnightenergy.com)
2021-09-11 - 2:05:07 AM GMT

Document e-signed by Martin Hermann (martin@brightnightenergy.com)
Signature Date: 2021-09-11 - 2:12:08 AM GMT - Time Source: server

Agreement completed.
2021-09-11 - 2:12:08 AM GMT

Adobe Sign

COVER PAGE TO REAL ESTATE PURCHASE OPTION AGREEMENT

Owner	Liberty Land LLC, a Kentucky limited liability company
Purchaser	STMO bn, LLC, a Delaware limited liability company
Property	An area containing: (1) up to four (4) acres, more or less ("**Utility Substation**"), in addition to that certain portion immediately adjacent to such four (4) acres of the Property for ingress and egress purposes ("**Access Easement**"), and (2) a perpetual right, privilege, and easement over and across that certain portion of the Property, not to exceed a width of more than two hundred (200) feet, to connect the Utility Substation to off-site utility facilities ("**Gen-Tie**", as defined herein), situated within real property located in Perry, Breathitt, and Knott Counties, Commonwealth of Kentucky, the precise location and boundaries of which shall be determined by final survey, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference.
Project	A commercial solar energy facility, energy storage facility, and/or other renewable energy facilities.
Option Period End Date	[redacted]
Annual Payment	Annual payment of [redacted] paid annually in advance. The first Annual Payment will be made to Owner [redacted] after the Effective Date ("**First Payment Date**"). The Annual Payments shall collectively be referred to as the "**Option Payment**".
Closing Date	A date mutually agreed to by both Parties, but in no event later than t[redacted], on which the Option is deemed exercised by Purchaser ("**Exercise Date**").
Purchase Price	[redacted]
Signing Bonus	[redacted]
Address for Notices	If to Owner: Liberty Land LLC P.O. Box 157 33550 Teays Valley Road, Suite 6 Hurricane, WV 25526 [redacted] With copy to: Charles J. Baird, Esq. Baird & Baird, P.S.C. P.O. Box 351 Pikeville, KY 41502 [redacted] If to Purchaser: BrightNight Power, LLC 515 North Flagler Drive, Suite 250 West Palm Beach, FL 33401 Attn: Legal Email: legal@brightnightpower.com

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("**Agreement**") is made and entered into as of the latest date of signature below ("**Effective Date**"), by and between Owner and Purchaser. Owner and Purchaser are referred to individually as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

A. Owner is the fee owner of the Property.

B. Purchaser is exploring the possibility of developing, constructing, operating, and owning the Project on the Property. Development of the Project will require the construction of a Utility Substation, which may be owned by the interconnecting utility ("**Utility**"), and a generation tie line connecting the Project to the Utility's transmission or distribution system ("**Gen-Tie**"), which may also be owned by the Utility.

C. Purchaser and Owner are parties to that certain unrecorded Solar Energy and Energy Storage Option and Lease Agreement effective September 10, 2021, as amended, pursuant to which Owner granted Purchaser the exclusive option to lease the surface of lands adjacent to the Property for inclusion in the Project ("**Lease**").

D. Purchaser and Owner acknowledge that access to the Utility Substation will be required for construction, operation, maintenance, and related activities, including access by the Utility, and that such access may require a crossing of Owner's other properties, some or all of which may be under the Lease.

E. Purchaser desires an exclusive right and option to purchase the Property, together with access thereto, and Owner wishes to grant Purchaser such right and option, in each case in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that the Recitals set forth above are true and correct in all material respects, and further agree as follows:

1. **Option to Purchase**. Owner hereby grants to Purchaser an irrevocable, exclusive and absolute right and option to purchase the Property and Access Easement (as defined herein), together with all easements, rights, rights-of-way and appurtenances thereto, if any ("**Option**") on the terms set forth in this Agreement.

2. **Term and Payment**. The term of the Option shall commence on the Effective Date and automatically expire on Option Period End Date, unless this Agreement is terminated earlier ("**Term**"); *provided*, *that*, notwithstanding anything to the contrary set forth herein, Purchaser may terminate this Agreement at any time for any reason upon written notice to Owner. Purchaser shall pay Owner the first Annual Payment on or before the First Payment Date. Thereafter, each Annual Payment shall be made [redacted]

3. **Exercise of the Option**. During the Term, Purchaser may, in its sole discretion, exercise the Option by providing notice to Owner of its intention to exercise the Option ("**Exercise Notice**"). Purchaser shall indicate the Exercise Date in the Exercise Notice. If Purchaser does not exercise the Option during the Term, then this Agreement automatically terminates and neither Party shall have any further obligations under this Agreement, except those obligations that expressly survive termination.

4. **Purchase Price**. If Purchaser exercises the Option, Purchaser shall purchase the Property and Access Easement for the Purchase Price, payable in cash or wired funds, adjusted by the closing cost allocations and the tax pro-rations as set forth below.

5. **Access and Documentation**. Owner hereby grants to Purchaser, both during the Term and, if Purchaser exercises the Option, through the Closing (as defined below), an easement for the right of ingress and egress onto, off of, and across the Property for the purpose of inspecting the same and making such tests, inquiries and examinations as Purchaser shall deem necessary, including environmental and engineering studies. [redacted] after the Effective Date or, if obtained after the Effective Date, [redacted] after the date obtained, Owner shall deliver to Purchaser copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Owner or within Owner's possession or control relating to or affecting the Property, including, but not limited to, owner's policies of title insurance, land surveys, environmental surveys and assessments, appraisals and productivity records.

6. **Access Easement; Additional Access**.

a. *Access Easement*. At Closing (as defined herein), Owner shall grant to Purchaser, and such grant shall be included in the deed conveying the Property to Purchaser, a perpetual easement, up to fifty (50) feet in width, for vehicular and pedestrian ingress to and egress from the Property, including access by construction, maintenance, and other equipment, over and across existing roads and lanes, and over and across such additional route or routes as may be determined by survey and approved by Owner, such approval not to be unreasonably withheld, conditioned, or delayed ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, construct new roads, install wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, shall run with and burden the Property, and shall inure to the benefit of Purchaser and its transferees, successors, and assigns, and shall be binding upon Owner and its transferees, successors, and assigns, and all persons claiming by, through, or under them.

b. *No Implied Access Across Owner's Remaining Lands*. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to grant, and shall not be construed as granting, any easement or other real property right for routine ingress or egress across any portion of Owner's lands lying outside of the Property in favor of Purchaser, its transferees, successors, assigns, contractors, or any other third party, except to the limited extent expressly set forth in a separate written agreement executed by Owner.

c. *Use of Owner's Roads; Notice and Safety Certification*. To the extent that Purchaser, its transferees, successors, assigns, contractors, or any other third party requires vehicular

access across any existing or future roads owned and controlled by Owner (collectively, "**Owner Roads**") in order to access the Property after Closing, Purchaser or any Utility Transferee (as defined herein) shall: (1) ensure that all personnel of Purchaser or a Utility Transferee, and their respective contractors who regularly use the Owner Roads to access the Property have completed Owner's reasonable site-specific safety orientation or certification program, as provided by Owner from time to time; and (2) make reasonable commercial efforts to provide Owner with [redacted] prior notice (which may be given by email) of any non-emergency access to the Property over the Owner Roads, including the expected date, approximate time window, and general purpose of such visit. In the event of an emergency requiring immediate access to protect life, property, or the safe operation of the Utility Substation or associated facilities, Purchaser or the Utility Transferee may access the Property over the Owner Roads without advance notice, provided that Purchaser or the Utility Transferee shall notify Owner as soon as reasonably practicable thereafter.

d. *Reservation of Owner's Rights*. Except as may be expressly granted in a separate written easement agreement executed by Owner, Owner reserves the right to control gates, signage, and other access management measures on the Owner Roads for purposes of safety, security, and protection of Owner's operations, provided that Owner shall not unreasonably interfere with Purchaser's or any Utility Transferee's rights of access, if and to the extent any such rights are later granted in writing by Owner.

7. **Owner Opportunity to Bid on Construction Services.** Owner has requested the right for its designee to submit a bid to Purchaser's general contractor with respect to the site civil work and construction required to be performed to prepare the Property. Therefore, if Purchaser elects to seek proposals from third parties for road construction services or construction of the Utility Substation (collectively, the "**Construction Services**"), Purchaser shall adhere to the following:

a. Purchaser shall cause Purchaser's general contractor to define the scope of the site civil work applicable to the Construction Services.

b. Provide Owner a reasonable opportunity, as set forth herein, to submit a bid, either directly or through its designee, for the Construction Services subject to the same requirements, procedures and timing required of any third-party bidders for the same scope of work.

c. Owner's bid shall be evaluated by Purchaser or Purchaser's general contractor, in its sole discretion, based on price and non-price factors, including, without limitation, project execution plan, risk profile, schedule, experience, and demonstrated capability to perform the scope of work. If Owner's bid is not determined to be the preferred bid, [redacted] Purchaser, or Purchaser's general contractor, shall (i) notify Owner, at a high level, of material respects in which Owner's bid was determined to be non-competitive or exceeded such pricing threshold; and (ii) permit Owner to submit a best and final offer [redacted] addressing such deficiencies or uncompetitive pricing. For the avoidance of doubt, evaluation of Owner's bid shall not be solely on price and shall include Owner's or its

designee's ability to perform the Construction Services, coordinate effectively with Purchaser and its contractors, and manage overall project risk.

d. Notwithstanding anything to the contrary contained in this Section 7, Purchaser shall have no obligations hereunder with respect to any Construction Services required on an urgent or emergency basis, including, without limitation, Construction Services required to be performed [redacted] to prevent financial loss, physical damage to the Property or Purchaser's improvements, or to meet applicable regulatory or contractual deadlines.

8. **Due Diligence**. During the Term, and, if Purchaser exercises the Option, through the Closing, Purchaser shall conduct its evaluation of all aspects of the suitability of the Property for the use and purposes intended by Purchaser, in each instance at Purchaser's sole cost and expense, including:

a. *Environmental Inspection/Reporting*. Purchaser may inspect and examine the Property along with a qualified environmental engineer or consultant to determine environmental conditions present on, in or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property.

b. *Survey*. Purchaser shall have a survey prepared of the Property, reflecting the final agreed acreage and dimensions. The metes and bounds legal description provided by the surveyor shall replace the description of the Property in the attached Exhibit A and shall be used in all closing documents, including the deed conveying title to the Property.

c. *Land Use/Zoning/Subdivision*. Purchaser may investigate all requirements related to land use, zoning, subdivision, traffic, parking, and any other requirements for which approvals, waivers, or variances may be required by the county where the Property is located or any other applicable competent jurisdiction, and shall determine all permits and approvals necessary for Purchaser's construction and operation on the Property, including but not limited to special use permits, variances, rezoning or subdivision of or for the Property. Purchaser understands that it may be necessary to subdivide the Property in accordance with Commonwealth and County requirements in order for Purchaser to be able to purchase the Property. Purchaser shall engage in such subdivision process at its sole cost and expense and shall be responsible for costs and expenses arising therefrom in order to file a subdivision plat for the Property. Owner shall reasonably cooperate in this process and the Parties shall consult with one another in connection with the subdivision process.

d. *Title*. Purchaser may obtain a commitment for an owner's title insurance policy ("**Title Commitment**") from a title insurance company acceptable to Purchaser.

e. *Appraisal*. Purchaser may engage an independent MAI certified appraiser, licensed in the state where the Property is located to determine the fair market value of the Property.

f. *Indemnification*. Purchaser shall repair and restore any portion of the Property damaged by Purchaser's due diligence activities as set forth above, and shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, mortgagees and agents against any and all losses, damages, claims, expenses and liabilities for damage to the Property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out Purchaser's due diligence activities on the Property.

9. **Defects in the Property**. If Purchaser, in the course of conducting its due diligence, discovers defects in the Property, then Purchaser shall notify Owner and Owner may cure such defects as detailed below:

a. *Title and Environmental Defects*. Purchaser shall notify Owner of any liens, defects, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever or other title matters set forth in the Title Commitment, revealed in the land survey obtained by Purchaser, disclosed in any environmental assessment or other due diligence conducted by Purchaser, or otherwise disclosed to Purchaser that Purchaser finds objectionable, in its reasonable discretion (collectively, "**Objections**").

b. Purchaser acknowledges that Owner has made no representation or warranty of any kind or nature with respect to (i) title to the Property, (ii) the condition of the Property, or (iii) whether the Property is in violation of any law or regulation, including those pertaining to hazardous materials, except as expressly set forth in this Agreement.

c. Any environmental condition, presence of hazardous materials, or violation of Environmental Laws disclosed by a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment (if performed), or other environmental diligence shall be deemed an Objection for purposes of this Section 9.

d. Should Owner elect not to remove or cure any Objection, Purchaser may either terminate the Option and this Agreement or waive the Objection, in each case by providing written notice to Owner.

e. Upon Purchaser's exercise of the Option and subject to any waived Objections, Purchaser acknowledges and agrees that the Property shall be conveyed "**AS IS – WHERE IS, AND WITH ALL FAULTS".**

10. **Mutual Representations**. Each Party represents and warrants to the other Party that (a) the Party and, to the extent applicable, the person executing this Agreement has, received all requisite power and authority to execute this Agreement and consummate the transactions contemplated in this Agreement, without the joinder or consent of any other person or entity, and (b) the Party has had the opportunity to be represented by counsel of its choosing.

11. **Representations and Warranties of Owner**. Owner makes the following representations and warranties to Purchaser, which representations and warranties shall be effective as of the execution of this Agreement, and shall continue to be effective at and survive Closing or earlier termination of this Agreement:

a. *Organization and Authority*. Owner has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement.

b. *Notices from Governmental Authorities*. Owner has not received any written notice of, and to the best of Owner's knowledge and belief, there is no, (i) pending condemnation or similar proceeding affecting the Property or any portion thereof or (ii) any violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property.

c. *Conflicts and Pending Actions*. There is no agreement to which Owner is a party or, to Owner's knowledge, that is binding on Owner or the Property that is in conflict with this Agreement. To the best of Owner's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Owner or relating to the Property which would challenge or impair Owner's ability to execute or perform its obligations under this Agreement.

d. *Environmental*. To the Owner's knowledge, no wells or storage tanks for oil or gasoline are or were located on the Property, nor were any toxic or hazardous materials present, released, dumped or otherwise used on the Property at any time during or prior to Owner's ownership of the Property. To the Owner's knowledge, there are no "**Hazardous Substances"** (as that term is defined under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601(14)) located on, in, or about the Property, and Owner has not received any notice from any governmental authority that the Property is in violation of any Environmental Law, and to the Owner's knowledge, the Property is not in violation of any Environmental Law. As used herein, "**Environmental Law**" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Action, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto. Purchaser acknowledges that Owner has made no representation or warranty of any kind or nature with respect to the condition of the Property. To the Owner's knowledge, the Property is not in violation of any law or regulation, including those pertaining to Hazardous Substances.

12. **Closing**. The purchase of the Property ("**Closing**") shall occur on the Closing Date. At Closing, (a) Owner shall execute and deliver to Purchaser a warranty deed, in recordable form conveying good and marketable fee simple title to the Property and Access Easement free and clear of all liens, leases, encumbrances, easements, restrictions and conditions except as may be approved or waived by Purchaser as herein provided; (b) Owner shall execute and deliver all documents as may

be reasonably required by Purchaser or the title company to consummate the sale of the Property to Purchaser; and (c) Purchaser shall pay the Purchase Price as provided in this Agreement.

13. **Closing Costs**.

a. *Purchaser's Closing Costs*. At Closing, Purchaser shall pay for [redacted]

b. *Owner's Closing Costs*. At Closing, Owner shall pay for [redacted]

14. **Right of First Offer**. The Parties acknowledge that Purchaser may convey the Property, or rights therein, to a third-party electric utility or transmission provider (a "**Utility Transferee**") for the ownership, operation, and maintenance of the Utility Substation and the Gen-Tie. Purchaser acknowledges that Owner is granting this Real Estate Purchase Option Agreement and any rights granted hereunder solely for the purpose of Purchaser's construction, development, operation, maintenance, repair, and replacement of the Utility Substation and the Gen-Tie for the Project on the Property (the "**Stated Purpose**"). The Stated Purpose includes, but is not limited to, the generation, storage, transmission, and/or other distribution of energy, as well as the conversion of such energy into heat or electricity, including specifically, but not limited to, the access, erection, construction, operation, maintenance, replacement, and removal of an electrical power substation, switchyard, generation tie line, and associated facilities, together with purposes ancillary thereto. For purposes of this Section 14, the Gen-Tie, together with all related easements, rights-of-way, licenses, permits, and other interests appurtenant thereto, whether owned by Purchaser or a Utility Transferee, shall be deemed part of the Property and subject to the provisions of this Section. In the event that Purchaser does not utilize the Property, including the Gent-Tie, for any Stated Purpose, Purchaser shall grant Owner a right of first offer ("**ROFO**") upon the occurrence of either of the following events:

a. [redacted] or

b. [redacted]

(each, a "**ROFO Event**").

If a ROFO Event occurs, Purchaser shall give written notice thereof to Owner ("**ROFO Notice**") granting Owner the ROFO to repurchase the Property, including the Gen-Tie, in accordance with this Section 14. The repurchase shall be at the "as-is" value of vacant, reclaimed surfaced-mined land in Perry, Breathitt and Knott Counties, Kentucky, as determined by an independent appraiser mutually agreeable to the Parties; [redacted]

[redacted] (the "**Repurchase Price**"). Owner shall deliver written notice of its election to either repurchase the Property or decline the ROFO [redacted] ("**ROFO Response**"). If Owner declines the ROFO, Purchaser shall have the right to market and sell the Property to a third party. In the event decommissioning activities are to replace the existing facilities on the Property with upgrades, or if such decommissioning activities are necessary for another Stated Purpose, Purchaser shall provide Owner with a written description of the new facilities to be constructed on the Property, together with the anticipated construction schedule. If Owner reasonably believes that a ROFO Event has occurred and Purchaser has not provided the ROFO Notice, Owner may deliver written notice to Purchaser requesting the status of activities on the Property. Upon receipt of such notice, Purchaser shall [redacted] either (a) deliver the ROFO Notice, or (b) deliver written notice of its intent to continue to use or repurpose the Property for a Stated Purpose. In the event (i) a ROFO Event occurs, (ii) Owner is not provided with the ROFO Notice, (iii) Owner delivers written notice to Purchaser of such failure and that an ROFO Event has occurred, and (iv) Owner elects, by written notice to Purchaser [redacted] (iii), to repurchase the Property, then the Repurchase Price shall be [redacted] In the event of a ROFO Event and Purchaser provides the ROFO Notice, Purchaser shall, [redacted] decommission and restore the Property to as close to pre-construction conditions as reasonably practicable, except for any facilities, including the Gen-Tie, that Owner elects in writing to retain as part of the repurchased Property. The terms and conditions of the ROFO shall be set forth in the deed conveying the Property to Purchaser. For the avoidance of doubt, a conveyance of the Property to a direct affiliate of Purchaser or to Purchaser's successors or permitted assigns shall not be construed as ceasing any Stated Purpose.

15. **Prorations**. [redacted]

16. **Notice**. All notices, demands, or other communications given under this Agreement, unless otherwise stated herein, shall be in writing and sent to the following address, in each case by personal delivery or by nationally recognized overnight courier service, or if mailed, by registered or certified mail, and shall be deemed to have been delivered when received or upon refusal to accept delivery. Any notice shall be addressed to those physical or email addresses set forth on the Cover Page (or at such other addresses as either Party may designate upon written notice to the other Party in the manner provided in this paragraph).

17. **Real Estate Commissions**. Consistent with Section 11(b), Owner shall pay for any compensation, commission, or charges incurred for any real estate agent or broker engaged by Owner. Each Party shall indemnify the other Party and hold the other Party harmless from any cost, expense, or liability (including cost of suit and reasonable attorney's fees) for any compensation, commissions, or any charges claimed by any realtor, broker, or agent claiming to have represented the indemnifying Party with respect to this Agreement.

18. **Cooperation on Owner's Interest**. Upon Purchaser's exercise of the Option, it is the Parties' intent that Owner's undivided interest in the Property be sold to Purchaser under the terms of this Agreement. In the event Owner's interest in the Property is more or less than that specified in Section 9(e) of this Agreement, then Owner shall execute any and all amendments to this Agreement, the Memorandum, and any other reasonably required documents to reflect Owner's properly

undivided ownership interest. Owner agrees to cooperate with Purchaser in completing any such documents and in any other associated corrections.

19. **Confidentiality**. Owner shall maintain in the strictest confidence, for the benefit of Purchaser and any assignee or transferee of Purchaser, the existence and terms of this Agreement, information about Purchaser's business, site design, methods of operation, or other information related to Purchaser's business or Purchaser's planned or potential use of the Property, whether disclosed by Purchaser, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Purchaser, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Purchaser and any assignee or transferee of Purchaser. Owner shall obtain Purchaser's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Agreement. The provisions of this Section 19 shall survive the termination or expiration of this Agreement.

20. **Cooperation; Non-Disparagement**. Owner shall support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Purchaser to obtain and maintain any permits and third party easements and other land rights needed for the Project. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Owner nor Purchaser shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation. If required by any local governmental entity, Owner hereby appoints Purchaser as Owner's agent for the sole purpose of preparing, executing, applying for, submitting and/or prosecuting in Owner's name, any and all approvals on behalf of Owner. If required by any local governmental entity, Owner hereby appoints Purchaser as Owner's agent for the sole purpose of preparing, executing, applying for, submitting and/or prosecuting in Owner's name, any and all approvals on behalf of Owner.

21. **Non-Foreign Status**. The Parties agree to comply with the requirements of Section 1445 of the Internal Revenue Code as to dispositions of United States real property interests by "foreign persons" (as defined therein).

22. **Assignment**. Purchaser may assign its rights under this Agreement without the prior written consent of Owner. [redacted] upon Purchaser's assignment of its entire interest under this Agreement, Purchaser shall be relieved of all further liability and obligations under this Agreement.

23. **Covenant Running with the Land**. This Agreement, the Option and other rights granted in this Agreement, shall run with the title to the Property and shall be binding on the Parties and their respective successors and assigns. The Parties shall execute the Memorandum of Real Estate Purchase Option in the form attached as Exhibit B ("**Memorandum**"), and Purchaser shall cause the Memorandum to be recorded in the public records of the county where the Property is located.

24. **Miscellaneous**. This Agreement shall be governed by and interpreted under the laws of the state where the Property is located. If any term or condition of this Agreement shall be deemed to be invalid or held to be unenforceable by any court of competent jurisdiction or otherwise, then such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions of this Agreement, which terms shall survive such determination. This Agreement may be amended only by written agreement executed by both Parties. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

LIBERTY LAND LLC,
a Kentucky limited liability company

By: Philip C. Marsh II

Name: Philip C. Marsh II

Title: Vice President

Dated: 6/3/26

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PURCHASER:

STMO bn, LLC
a Delaware limited liability company

By: David Gil

Name: David Gil

Title: Authorized Representative

Dated: 7/16/2026

Exhibit A

Property

Knott County, Kentucky

Parcel 1:

Tax ID No: 015-00-00-062.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00-00-002.01

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 014-00-00-001.01

On the South by the lands of ICG Natural Resources, LLC, Tax ID No. 005-00-00-010.01

On the West by the Breathitt County, Kentucky line and Perry County, Kentucky line

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

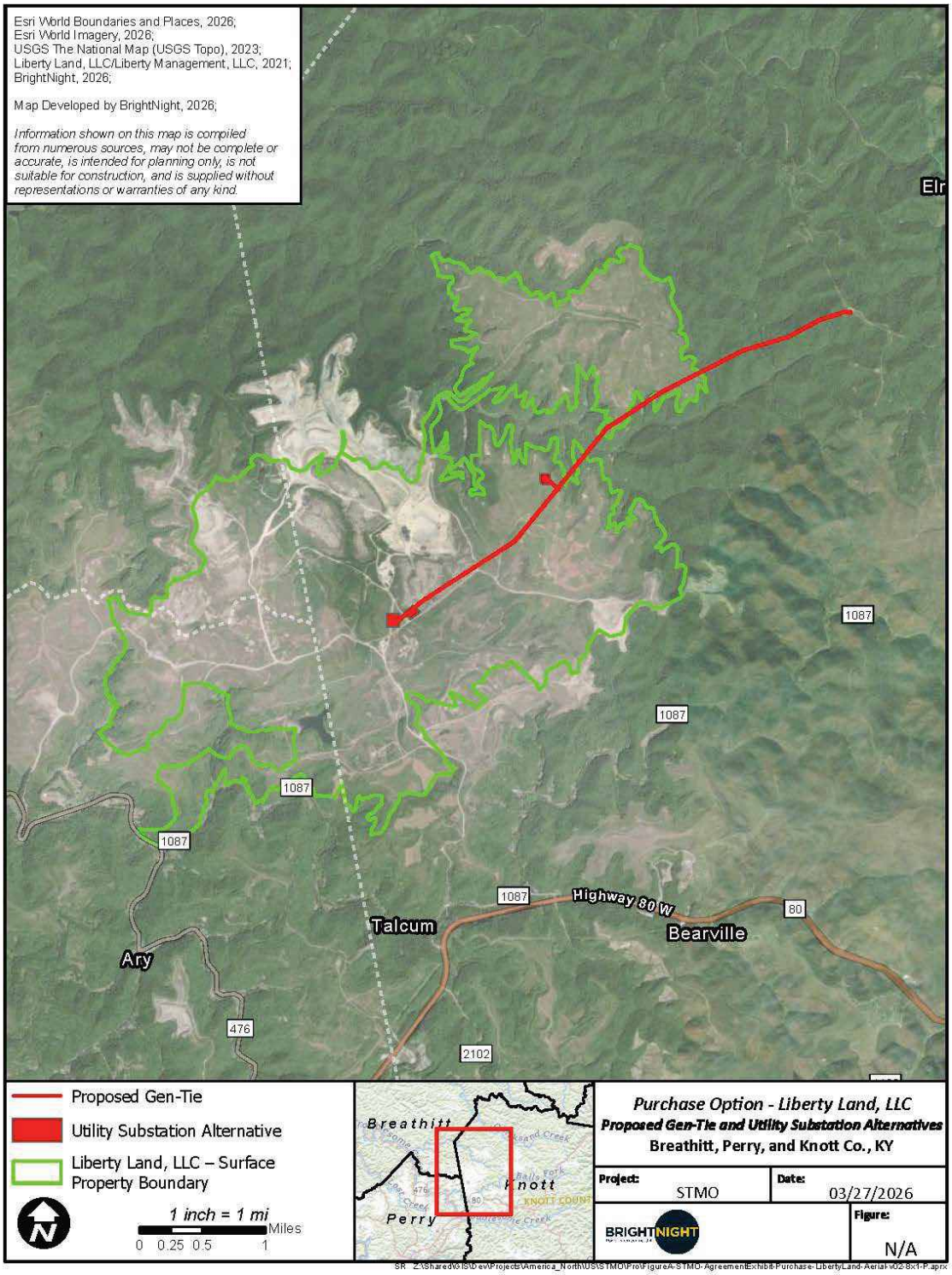

Esri World Boundaries and Places, 2026;
Esri World Imagery, 2026;
USGS The National Map (USGS Topo), 2023;
Liberty Land, LLC/Liberty Management, LLC, 2021;
BrightNight, 2026;
Map Developed by BrightNight, 2026;
Information shown on this map is compiled from numerous sources, may not be complete or accurate, is intended for planning only, is not suitable for construction, and is supplied without representations or warranties of any kind.
Elr
1087
1087
1087
1087
1087
Highway 80 W
80
Talcum
Bearville
Ary
476
2102
Proposed Gen-Tie
Utility Substation Alternative
Liberty Land, LLC – Surface Property Boundary
1 inch = 1 mi
0 0.25 0.5 1 Miles
Breathitt
Knott
Perry
Purchase Option - Liberty Land, LLC
Proposed Gen-Tie and Utility Substation Alternatives
Breathitt, Perry, and Knott Co., KY
Project: STMO
Date: 03/27/2026
BRIGHTNIGHT
Figure: N/A

Exhibit B

Memorandum of Real Estate Purchase Option

[form attached]

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

AMENDMENT AGREEMENT

Amendment Number 1 to Solar Energy and Energy Storage Option and Lease Agreement

This amendment number 1 (this "**Amendment**"), dated as of December 15, 2024 and entered into by and between Liberty Land LLC, a Kentucky limited liability company ("**Landowner**") and STMO bn, LLC, a Delaware limited liability company ("**Lessee**") (each, a "**Party**" and collectively, the "**Parties**"), hereby amends that certain Solar Energy and Energy Storage Option and Lease Agreement (Phase / Project 2) (the "**Agreement**") entered into between the Parties as of September 10, 2021 (the "**Effective Date**") pursuant to the following terms and conditions.

1. **Definitions.** Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Agreement.

2. **Amendments.** As of the Effective Date, the Agreement is hereby amended as follows:

   (a) The definition of "**Option Period**" as set forth in Section 1.3A of the Agreement shall be deleted in its entirety and replaced with the following definition: [redacted] For the avoidance of doubt, if Lessee elects to terminate this Agreement during the Option Period, Lessee shall have no further Option Payment obligations to Landlord from and after the date of such termination."

   (b) The definition of "**Option Payment**" as set forth in Section 1.3B of the Agreement shall be deleted in its entirety and replaced with the following definition: "Except as otherwise provided in Section 5.1, (i) [redacted] and (ii) [redacted]

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(c) In the Notice provision in Section 13.7 of the Agreement, the following shall replace the contact coordinates of Lessee:

STMO bn, LLC
515 North Flagler Drive
Suite 250
West Palm Beach, FL 33401
E-mail: legal@brightnightpower.com

With a copy to:

Jones Walker LLP
201 St. Charles Avenue
Suite 5100
New Orleans, LA 70170
[redacted]

(d) Exhibit A of the Agreement shall be deleted in its entirety and replaced with "Legal Description of Property" attached to this Amendment as Exhibit A.

3. **Date of Effectiveness.** This Amendment, including all of the changes set forth in Section 2, shall become effective as of the Effective Date. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

4. **Representations and Warranties.** Each Party hereby represents and warrants to the other Party that: (i) it has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment; (ii) the execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party; and (iii) this Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

5. **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND IN SECTION 4 OF THIS AMENDMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS

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MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 4 HEREOF, IN ENTERING INTO THIS AMENDMENT.

6. **Miscellaneous**.

   (a) This Amendment is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflict of laws provisions of such State.

   (b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.

   (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

   (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

   (e) This Amendment and the Agreement, together, constitute the sole and entire agreement between the Parties with respect to its subject matter, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

7. **Remainder of Agreement.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties in all respects. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement (or of any other agreement or document relating to the subject matter hereof), or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

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

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

LIBERTY LAND LLC,
a Kentucky limited liability company

Phillip Marsh

By: Phillip C Marsh II
Its: Authorized Member

STMO BN, LLC,
a Delaware limited liability company

Martin Hermann

By: Martin Hermann
Its: CEO

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Knott County, KY

Parcel 1:

Tax ID No: 013-00 00 003.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of the University of Kentucky, Tax ID No. 013-00 00 001.00

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 013-00 00 003.01

On the South by the lands of ICG Natural Resources, LLC, Tax ID No. 014-00 00 001.01

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 2:

Tax ID No: 003-00 00 002.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

On the South by the lands of Liberty Land, LLC, Tax ID No. 004-00 00 002.00 and Tax ID No. 004-00 00 002.00

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 3:

Tax ID No: 004-00 00 002.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 004-00 00 002.00 and ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01 and ICG Natural Resources, LLC, Tax ID No. 014-00 00 001.01

On the South by the lands of Liberty Land, LLC, Tax ID No. 005-00 00 010.00

On the West by the lands of Liberty Land, LLC, Tax ID No. 003-00 00 002.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 4:

Tax ID No: 005-00 00 010.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 004-00 00 001.00 and Liberty Land, LLC, Tax ID No. 004-00 00 002.00

On the East by the lands of John Stacy, Tax ID No. 005-00 00 007.01

On the South by the lands of ICG Natural Resources, LLC, Tax ID No. 005-00 00 010.01

On the West by the Breathitt County line

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 5:

Tax ID No: 004-00 00 001.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of ICG Natural Resources, LLC, Tax ID No. 003-00 00 002.01

On the East by the lands of Liberty Land, LLC, Tax ID No. 004-00 00 002.00

On the South by the lands of Liberty Land, LLC, Tax ID No. 005-00 00 010.00

On the West by the Perry County line

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 6:

Tax ID No: 014-00 00 009.00

The following land bounded by the following according to the Knott County PVA:

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the North by the lands of ICG Natural Resources, LLC, Tax ID No. 014-00 00 001.01

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 014-00 00 001.01

On the South by the lands of Mountain Properties, Inc., Tax ID No. 014-00 00 009.01

On the West by the lands of Liberty Land, LLC, Tax ID No. 004-00 00 002.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 7:

Tax ID No: 015-00 00 062.00

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of Mountain Properties, Inc., Tax ID No. 014-00 00 009.01

On the East by the lands of Mountain Properties, Inc., Tax ID No. 015-00 00 061.00

On the South by the lands of Mountain Properties, Inc., Tax ID No. 015-00 00 061.00

On the West by the lands of John Stacy, Tax ID No. 005-00 00 007.01

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Parcel 8:

Tax ID No: 005-00 00 008.06

The following land bounded by the following according to the Knott County PVA:

On the North by the lands of Mountain Properties, Inc., Tax ID No. 005-00 00 005.00

On the East by the lands of Mountain Properties, Inc., Tax ID No. 005-00 00 005.00

On the South by the lands of Mountain Properties, Inc., Tax ID No. 005-00 00 008.00 and Timothy Ritchie, Tax ID No. 005-20 00 005.00

On the West by the lands of Mountain Properties, Inc., Tax ID No. 005-00 00 009.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 294, Page 138 of the Knott County, Kentucky Clerk's Office.

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

Breathitt County

Parcel 9:

Tax ID No: 227-00-00-001.00

The following land bounded by the following according to the Breathitt County PVA:

On the North by the lands of ICG Natural Resources, LLC, Tax ID No. 205-00-00-011.00

On the East by the Knott County line

On the South by the Perry County line

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 205-00-00-011.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 262, Page 793 of the Breathitt County, Kentucky Clerk's Office.

Perry County

Parcel 10:

Tax ID No: 131-00 00 001.01

The following land bounded by the following according to the Perry County PVA:

On the North by the Breathitt County line

On the East by the Knott County line

On the South by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 001.00

On the West by the Breathitt County line

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 11:

Tax ID No: 131-00 00 001.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 001.01

On the East by the Knott County line

On the South by the lands of Carl Combs Estate, Tax ID No. 131-00 00 005.00

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the West by the lands of Carl Combs, Tax ID No. 112-00 00 056.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 12:

Tax ID No: 131-00 00 002.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 001.00

On the East by the Knott County line

On the South by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 002.01

On the West by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 001.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 13:

Tax ID No: 131-00 00 002.01

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 002.00

On the East by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 003.00

On the South by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 026.00

On the West by the lands of Carl Combs, Tax ID No. 131-00 00 005.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 14:

Tax ID No: 131-00 00 003.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 002.00

On the East by the Knott County line

On the South by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 003.00

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the West by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 002.01

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 15:

Tax ID No: 131-00 00 003.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 131-00 00 003.00

On the East by the Knott County line

On the South by lands of Liberty Land, LLC, Tax ID No. 131-00 00 026.00

On the West by the lands of Liberty Land, LLC, Tax ID No. 131-00 00 002.01

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 16:

Tax ID No: 131-00 00 026.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 131-00 00 003.00 and Liberty Land, LLC, Tax ID No. 131-00 00 002.01

On the East by the lands of George Dalton, Tax ID No. 131-00 00 027.03

On the South by the lands of George Dalton, Tax ID No. 131-00 00 027.03 and Biram Smith, Tax ID No. 131-00 00 024.00

On the West by the lands of Carl Combs, Tax ID No. 131-00 00 005.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 17:

Tax ID No: 111-00 00 003.00

The following land bounded by the following according to the Perry County PVA:

On the North by the Breathitt County line

On the East by the lands of ICG Natural Resources, LLC, Tax ID No. 111-00 00 004.00

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the South by lands of Liberty Land, LLC, Tax ID No. 112-00 00 002.00 and Liberty Land, LLC, Tax ID No. 112-00 00 005.01

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 111-00 00 002.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 18:

Tax ID No: 112-00 00 002.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 111-00 00 003.00

On the East by lands of Liberty Land, LLC, Tax ID No. 112-00 00 005.01

On the South by lands of Liberty Land, LLC, Tax ID No. 112-00 00 005.01

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 112-00 00 001.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 19:

Tax ID No: 112-00 00 005.01

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 112-00 00 002.00

On the East by lands of Liberty Land, LLC, Tax ID No. 131-00 00 001.00

On the South by lands of Liberty Land, LLC, Tax ID No. 112-00 00 013.00

On the West by the lands of ICG Natural Resources, LLC, Tax ID No. 112-00 00 005.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 20:

Tax ID No: 112-00 00 013.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 112-00 00 005.01

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

On the East by the lands of Carl Combs, Tax ID No. 112-00 00 056.00

On the South by the lands of Carl Combs, Tax ID No. 112-00 00 056.00 and Liberty Land, LLC, Tax ID No. 112-00 00 018.00

On the West by the lands of Troy Slover, Tax ID No. 112-00 00 009.00 and Beecher Holland, Tax ID No. 112-00 00 009.02

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 21:

Tax ID No: 112-00 00 018.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 112-00 00 013.00

On the East by the lands of Carl Combs, Tax ID No. 112-00 00 056.00

On the South by the lands of Victor Spurlock, Tax ID No. 112-00 00 047.00

On the West by the lands of Robin Stacy, Tax ID No. 112-00 00 021.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 22:

Tax ID No: 112-00 00 053.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Carl Combs, Tax ID No. 112-00 00 056.00

On the East by lands of Liberty Land, LLC, Tax ID No. 112-00 00 055.00 and Liberty Land, LLC, Tax ID No. 112-00 00 054.00

On the South by the lands of Chaney's Grocery, Tax ID No. 113-00 00 002.00

On the West by the lands of Chaney's Grocery, Tax ID No. 113-00 00 002.00 and Victor Spurlock, Tax ID No. 112-00 00 047.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 23:

Tax ID No: 112-00 00 055.00

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Carl Combs, Tax ID No. 112-00 00 056.00

On the East by lands of Liberty Land, LLC, Tax ID No. 131-00 00 013.00

On the South by lands of Liberty Land, LLC, Tax ID No. 112-00 00 054.00

On the West by lands of Liberty Land, LLC, Tax ID No. 112-00 00 053.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 24:

Tax ID No: 112-00 00 054.00

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 112-00 00 055.00

On the East by Balls Fork Road

On the South by lands of Liberty Land, LLC, Tax ID No. 112-00 00 053.00

On the West by lands of Liberty Land, LLC, Tax ID No. 112-00 00 053.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 25:

Tax ID No: 131-00 00 014.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Carl Combs, Tax ID No. 131-00 00 005.00

On the East by lands of Liberty Land, LLC, Tax ID No. 131-00 00 015.00

On the South by lands of Kentucky River Properties, LLC, Tax ID No. 131-00 00 012.00

On the West by lands of Liberty Land, LLC, Tax ID No. 131-00 00 013.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

Parcel 26:

Tax ID No: 131-00 00 013.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Carl Combs, Tax ID No. 131-00 00 005.00

On the East by lands of Liberty Land, LLC, Tax ID No. 131-00 00 014.00

On the South by lands of Kentucky River Properties, LLC, Tax ID No. 131-00 00 012.00

On the West by lands of Liberty Land, LLC, Tax ID No. 112-00 00 055.00 and Carl Combs, Tax ID No. 112-00 00 056.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 27:

Tax ID No: 131-00 00 014.02

The following land bounded by the following according to the Perry County PVA:

On the North by lands of Liberty Land, LLC, Tax ID No. 131-00 00 014.00

On the East by lands of Liberty Land, LLC, Tax ID No. 131-00 00 015.00

On the South by lands of Kentucky River Properties, LLC, Tax ID No. 131-00 00 012.00

On the West by lands of Liberty Land, LLC, Tax ID No. 131-00 00 014.00

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

Parcel 28:

Tax ID No: 131-00 00 015.00

The following land bounded by the following according to the Perry County PVA:

On the North by the lands of Carl Combs, Tax ID No. 131-00 00 005.00

On the East by the lands of Appalachia Coal Sales Co., LLC, Tax ID No. 131-00 00 016.00

On the South by Ball Fork Road

On the West by lands of Liberty Land, LLC, Tax ID No. 131-00 00 014.02 and Liberty Land, LLC, Tax ID No. 131-00 00 014.00

Docusign Envelope ID: B9895B90-E64D-45CA-B483-4E3F6524DBE9

Being the same property conveyed to Liberty Land, LLC by Deed Book 413, Page 648 of the Perry County, Kentucky Clerk's Office.

The Property contains 6,800.00 acres, more or less

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this "**Easement**") is made and entered into as of this 29th day of April, 2026 (the "**Effective Date**") by and between ICG Natural Resources, LLC, a Delaware limited liability company, having an address of 275 Technology Drive, Suite 101, Canonsburg, PA 15317 ("**Grantor**"), and STMO bn, LLC, a Delaware limited liability company, having an address of 515 North Flagler Drive, Suite 250, West Palm Beach, FL 33401 ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land located in Knott County, Commonwealth of Kentucky, being more particularly shown on **Exhibit A-1** and **Exhibit A-2** attached hereto and incorporated herein by reference (the "**Grantor Parcel**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Driveway Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor a perpetual right, privilege, and easement over and across that certain portion of the Grantor Parcel: (1) more particularly shown and labeled "Proposed Gen-Tie" on **Exhibit A-1** (the "**Utility Easement Area**") as further described in Section 1(a)(ii) below, and (2) as generally shown and labeled as "Proposed Utility Substation Area" on the attached **Exhibit A-2**, occupying up to four (4) acres, as further described in Section 1(a)(iii) below, for the installation, maintenance, repair, replacement, and removal of: a substation and/or switchyard, above ground and underground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating, storing, and controlling electric energy to be used for any lawful purpose, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee or Grantee's assignee now or in the future· and other underground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus to a substation and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area.

(i) This Easement is intended to authorize only those rights noted above, and nothing in the foregoing shall be construed to restrict the ability of Grantor to exercise its right to mining and mineral interests as otherwise legally established, provided, that such exercise does not unreasonably interfere with the rights granted to Grantee herein pursuant to the Relocation Agreement provisions of the Access and Utility Easement. Grantee agrees that it will not protest or oppose in any way, whether in writing or otherwise, any permit or permitting action undertaken by Grantor or Grantor's current or future lessee(s) related to Grantor's mining and mineral interests.

(ii) The "Proposed Gen-Tie" area shown on Exhibit A shall be one thousand (1,000) feet in width, and upon Grantee's completion of construction, the final Utility Easement Area shall be a width of no more than two hundred (200) feet and shall contain power and telecommunication lines, together with all infrastructure and facilities associated therewith. Upon Grantee's selection of the final Utility Easement Area, Grantee shall have the right to file an amendment to the Easement setting

forth the legal description of the Utility Easement Area, as prepared by Grantee's surveyor. Grantor hereby grants Grantee the right to execute and record such amendment on behalf of the parties, without the need for Grantor's prior consent or signature. Grantee shall provide a copy of the recorded amendment to Grantor [redacted] following its recordation in the public records of the Knott County, Kentucky. Construction of Grantee's Facilities shall be subject at all times to the Temporary Construction Easement set forth in Section 1(d) herein.

(iii) The "Proposed Utility Substation Area" shall be authorized for [redacted] (the "**Utility Substation Design and Construction Period**)" through the date of commercial operation, [redacted] (the "**Utility Substation Operating Period**"), whereupon Grantor shall have the right to terminate this Agreement upon [redacted] prior written notice to Grantee.

(b) Driveway Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel along and in the vicinity of the Utility Easement Area (the **"Driveway Easement Area"** and, together with the Utility Easement Area, the **"Easement Areas")** for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment). Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Driveway Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Driveway Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Driveway Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Driveway Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Driveway Easement Area in accordance with the terms of this Easement.

(c) Compliance with Law. Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Areas and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Areas or exercise its rights under this Easement for any unlawful purposes or in such a manner as to constitute a nuisance.

(d) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a non-exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of Grantee's Facilities, roadways, utility and related improvements upon the Easement Areas from time to time (the **"Temporary Construction Easement").** The Temporary Construction Easement includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove Grantee's Facilities, a roadway, utilities and related improvements within the Easement Areas. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Areas, including reseeding and stabilizing such areas.

2. Compensation. In consideration of the rights granted in this Agreement, Grantee shall pay to Grantor the amounts set forth in the attached **Exhibit D**, the terms of which are hereby incorporated into this Easement by reference. The parties hereby agree that **Exhibit D** to this Easement shall be removed before the Easement is recorded and such removal shall not affect the validity of this Easement.

3. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Areas so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to

unreasonably interfere with the utilities and related improvements placed within the Easement Areas.

4. Blast Waiver. Grantee acknowledges that Grantor and its current or future lessee(s) may conduct lawful commercial blasting and other ground-disturbing activities ("Blasting Activities") on the Grantor Parcel. Grantee hereby expressly waives and releases any right to pursue legal action or claim against the Grantor or its current or future lessee(s) for personal injury, property damage, or other losses resulting from blasting and other ground-disturbing activities on the Grantor Parcel, provided: (1) Blasting Activities are performed in compliance with applicable law and industry safety standards (including, without limitation, by using only explosives or other combustible material in type and quantity typically used for similar blasting activities in the area), (2) the Party conducting the Blasting Activities shall provide [redacted] prior notice to Grantee of the extent and exact location of the Blasting Activities and, to the extent Grantee needs to relocate any personnel or non-permanent equipment from the blast site, afford Grantee a reasonable opportunity to relocate such personnel or equipment prior to any blasting, (3) Blasting Activities shall not unreasonably interfere with the rights granted to Grantee and (4) Grantor shall require that any party conducting blasting maintain insurance customary for blasting operations, including coverage for damage to utility infrastructure, and shall cause such insurance to name Grantee as an additional insured and loss payee with respect to damage to Grantee's Facilities. Nothing herein shall relieve Grantor or its lessee(s) from responsibility for physical damage to Grantee's Facilities caused by blasting conducted in a grossly negligent or intentionally malfeasant manner or in violation of this Section.

5. Construction Standards: Maintenance. Grantee has visited and inspected the Easement Areas and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Areas. Grantee shall perform all of its construction work at no expense to Grantor. In the event Grantee deems it necessary, in its sole discretion, to utilize the Temporary Construction Easement, Grantee shall give [redacted] prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's use thereof is to commence; provided, however, that Grantor may waive this requirement, in its sole discretion. After completion of the initial construction within the Easement Areas, Grantee shall not unreasonably obstruct or interfere with Grantor's access to the Grantor Parcel. Grantor shall not, at any time, obstruct or interfere with Grantee's Access to the Easement Areas or, upon requisite notice, the Temporary Construction Easement. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities; provided, however, Grantor shall provide all necessary cooperation during such approval and permitting processes. [redacted] Grantee shall maintain the Grantee's Facilities located in the Easement Areas at Grantee's sole cost and expense.

6. Relocation of Easement:

a. Notice. If Grantor or its current or future lessee(s) hereafter endeavor to conduct operations for the mining, removal or development of coal or other minerals by deep or surface mining on or under the portion of the Easement Areas, and Grantor has reasonable basis to believe such operations may, [redacted] cause a loss of lateral or subjacent support with respect to Grantee's Facilities or otherwise interfere with the construction, operation or maintenance of, or access to, Grantee's Facilities, Grantor or its lessee(s) shall so notify Grantee, its lessees or assignees, the names and addresses of which shall be furnished to Grantor promptly after they are identified, by certified mail, return receipt requested ("Notice"). The Notice shall be in writing and include the following information:

(i) The entity Grantor anticipates will be performing the mining,
(ii) Maps showing the area planned to be mined (the "Mine Area"), the portion of the Mine Area anticipated to impact Grantee's Facilities (the "Impacted Area") and a proposed route on the Grantor Parcel to relocate the Grantee's Facilities (the "Relocation Route"),
(iii) The status of any and all applications for permits necessary to mine the Mine Area, and,

(iv) The coal seams which are anticipated to be mined, including coal thickness, quantity and quality.

b. Election. Following receipt of a Notice, Grantee shall have the option to:

(i) Temporarily relocate Grantee's Facilities at its own expense to the Relocation Route in which event the parties shall execute an amendment to this Easement depicting the temporary location of Grantee's Facilities and Easement;

(ii) Permanently relocate Grantee's Facilities at its own expense to the Relocation Route in which event the parties shall execute an amendment to this Easement depicting the new location of Grantee's Facilities and Easement; or

(iii) Purchase Grantor's interest in the coal within the Impacted Area so that such coal will be left in place as is reasonably necessary to preserve the lateral or subjacent support with respect to Grantee's Facilities in its then existing location and any coal outside the Impacted Area left in place which is no longer economically recoverable at a reasonable profit as a result of Grantee's decision not to relocate Grantee's Facilities (collectively, the "Unmined Coal").

c. Unmined Coal. In determining the quantity of Unmined Coal for which Grantor shall be paid, the parties agree as follows:

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

d. The quantity of Unmined Coal for which Grantor shall be paid shall be determined in good faith [redacted]

e. [redacted] Grantee shall indemnify and save harmless Grantor from and against any and all liability, claims, costs and expenses arising or alleged to arise from any claim by any Grantor lessee(s) of the Impacted Area in connection with [redacted]

f. Except as otherwise provided herein, in no case shall Grantor, or its lessee(s), continue its operations in such a way as to cause the additional loss of lateral or subjacent support with respect to, or to further endanger the safety of persons or Grantee's Facilities or interfere with the construction, operation or maintenance of, or access to, Grantee's Facilities, unless Grantee or, if applicable, its assignee(s) or lessee(s) has specifically released in writing Grantor's obligation to conduct its operations in such a manner, or Grantee or, if applicable, its assignee(s) or lessee(s) has failed to respond to a Notice within the applicable time period set forth below.

g. Grantee or, if applicable, its assignee(s) or lessee(s) shall [redacted] following receipt of a Notice, including all supporting information, to notify Grantor and, if applicable, its lessee(s) of the Impacted Area whether it shall proceed under paragraph 6.b.(i), 6.b.(ii), or 6.b.(iii). In the event Grantee elects to relocate Grantee's Facilities on either a temporary or permanent basis, Grantor and Grantee shall work together to finalize the new location within [redacted] following its notifying Grantor of its election. Grantee shall use commercially reasonable efforts to completely perform its obligations under the option so selected, within a reasonable time, following the identification of the new location. In the event Grantee elects to proceed under paragraph 6.b.(ii) [redacted] (i) [redacted] (ii) [redacted] The parties hereby acknowledge that relocating Grantee's Facilities may require the approval of governmental entities outside of the control of Grantee, its lessees or assignees. Grantee, its lessees or assignees shall apply for approval to the appropriate governmental authorities and shall at all times after application shall diligently pursue and use commercially reasonable efforts to facilitate the application's expeditious approval. Grantee shall not be in breach of its obligations herein so long as Grantee is diligently pursuing such approvals from the relevant governmental entity.

h. Upon Grantee relocating any portion of Grantee's Facilities or fully paying Grantor and its lessee(s) for all coal that becomes Unmined Coal as a result of its decision not to relocate any portion of Grantee's Facilities, Grantee shall have no further obligation to relocate or move the same portion of Grantee's Facilities or pay for such Unmined Coal with respect thereto.

7. Breach: No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

8. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

9. Termination. Grantee, or its successors and assigns, may terminate this Easement at any time upon written notice to Grantor. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of the Easement Areas shall not prevent the future use of the entire scope thereof in the event the same is needed. In the event of termination of this Easement, Grantee shall peaceably and quietly vacate, surrender and return the Easement Areas to Grantor. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, [redacted] (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Areas and (ii) restore the Easement Areas to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted); provided, however, Grantee shall not be required to remove any roadway or drive constructed within the Driveway Easement Area. Grantor shall provide Grantee access to the Grantor Parcel [redacted] as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Office of the Clerk of Knott County, Kentucky.

10. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either liable for the debts or obligations of the other.

11. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Office of the Clerk of Knott County, Kentucky.

12. Benefits and Burdens Running with the Land. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns Grantor agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by Grantee or Grantee's permitted assignee to effectuate, and give notice of, any permitted assignment.

14. Grant Subject to Existing Instruments and Encumbrances of Record. The easements, rights, and privileged granted herein are made subject to all instruments of record as of the date hereof in the land records of Knott County, Kentucky, including but not limited to those liens and encumbrances scheduled on **Exhibit B** ("**Existing Liens**"). Subject to the previous sentence, Grantor shall not suffer or permit the Easement Areas to be encumbered by any tax lien, any mechanics' or materialmen's lien, or any statutory lien or encumbrance that is not subject to and inferior to the rights granted by this Easement ("**Statutory Liens**"). In the event any Statutory Liens burdening the Easement Areas arise after the Effective Date that have priority over the rights granted by this Easement, Grantor shall, at its own cost and expense, cause the same to be cancelled, discharged, or subordinated to the rights of the Grantee hereunder within twenty (20) days. To Grantor's knowledge, the Existing Liens scheduled on Exhibit B are all of the encumbrances that have priority over Grantee's rights pursuant to this Easement.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: ICG Natural Resources, LLC
c/o Ark Land LLC
[redacted]
Attn: President

Grantee: STMO bn, LLC
515 North Flagler Drive, Suite 250
West Palm Beach, FL 33401
Attn: Legal

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this E:1sement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. [redacted] Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under th.is Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms. This Easement may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. Grantor and Grantee shall execute in recordable form and Grantee shall then record this Easement in the applicable land records of Knott County, Kentucky.

20. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity pertaining to the Grantor Parcel shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Areas and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Areas and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Areas, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Areas, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner the prior written consent of Grantee.

(d) Grantor may use the Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

21. Indemnification and Insurance. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Areas, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Areas, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. Further, shall maintain insurance according to the terms outlined on Exhibit C attached hereto. Grantee The provisions of this Section 19 shall survive the expiration or termination of this Easement.

22. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Driveway Easement Area shall be entirely at Grantee's expense.

23. Mortgagee Protection. Grantee and any assignee of Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Areas, or the Grantee's Facilities (holders of these various security interests are referred to as **"Mortgagees")** provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new easement agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Areas and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

24. Counterparts. This Easement may be executed in separate counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Easement to be executed as of the Effective Date.

GRANTOR:

ICG NATURAL RESOURCES LLC,
a Delaware limited liability company

By: _____

Name: David J. Finnerty

Title: President

COMMONWEALTH OF PENNSYLVANIA)
)SS:
COUNTY OF Washington)

On this 29th day of April, 2026, before me, the undersigned Notary Public, personally appeared by David J. Finnerty, as President of ICG Natural Resources LLC, a Delaware limited liability, known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

_____
Name: JoAnna L. Niecgorski

My commission expires: March 12, 2028

(Seal)

Commonwealth of Pennsylvania - Notary Seal
JoAnna L. Niecgorski, Notary Public
Washington County
My commission expires March 12, 2028
Commission number 1240210
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, each of the parties hereto has caused this Easement to be executed as of the Effective Date.

GRANTEE:

STMO bn, LLC,
a Delaware limited liability company

By: _____

Name: David Gil

Title: Authorized Representative

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this on this _____ day of April, 2026, by _____, as the Authorized Representative of STMO bn, LLC, a Delaware limited liability company.

(Seal)

See attached cert
Signature of Notary Public
Print, Type/Stamp Name of Notary

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

California All-Purpose Certificate of Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of: Sacramento

On May 04 2026 before me, L. Bistrup, Notary Public, personally appeared David Gil

who proved on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. BISTRUP
COMM. #2542808
Notary Public - California
El Dorado County
My Comm. Expires Jan. 11, 2030

L Bistrup

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of the Attached Document	Capacity Claimed by the Signer
Access & Utility Easement (Title or description of attached document)	☑ Individuals
(Title or description of attached document cont.)	☐ Corporate Officer
Number of pages: 19	☐ Partner(s)
Document Date: 05 04 2026	☐ Attorney-in-Fact
(Additional Information)	☐ Trustee(s)
	☐ Other

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

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



(Signature of Preparer)

Anton Sergeyevich Krayniy
(Printed name of Preparer)

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

Exhibit A-1
To
Access and Utility Easement

Grantor Parcel

That certain real property located in Knott County, Commonwealth of Kentucky, described as follows:

Description of Property

Parcel#	**County**		**Acreage**
N/A	Knott	See attached "Figure 1" for map of property	N/A
TOTAL:			

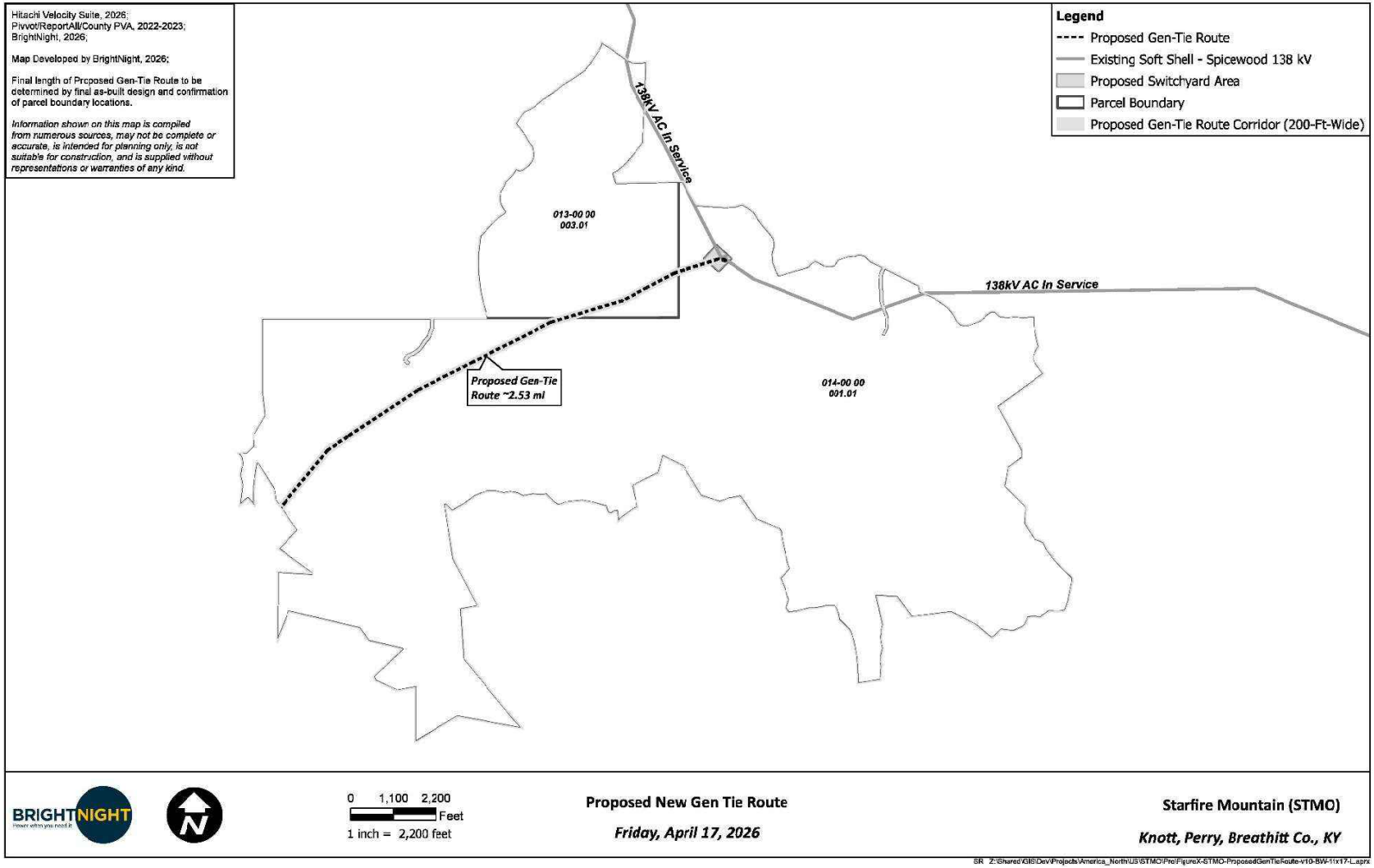

Hitachi Velocity Suite, 2026;
Pivvot/ReportAll/County PVA, 2022-2023;
BrightNight, 2026;
Map Developed by BrightNight, 2026;
Final length of Proposed Gen-Tie Route to be determined by final as-built design and confirmation of parcel boundary locations.
Information shown on this map is compiled from numerous sources, may not be complete or accurate, is intended for planning only, is not suitable for construction, and is supplied without representations or warranties of any kind.
Legend
Proposed Gen-Tie Route
Existing Soft Shell - Spicewood 138 kV
Proposed Switchyard Area
Parcel Boundary
Proposed Gen-Tie Route Corridor (200-Ft-Wide)
138kV AC In Service
013-00 00 003.01
138kV AC In Service
Proposed Gen-Tie Route ~2.53 mi
014-00 00 001.01
BRIGHTNIGHT
0 1,100 2,200
Feet
1 inch = 2,200 feet
Proposed New Gen Tie Route
Friday, April 17, 2026
Starfire Mountain (STMO)
Knott, Perry, Breathitt Co., KY
SR Z:\Shared\GIS\Dev\Projects\America_North\US\STMO\Pro\FigureX-STMO-ProposedGenTieRoute-v10-BW-11x17-L.aprx

Exhibit A-2
To
Access and Utility Easement

Grantor Parcel

That certain real property located in Knott County, Commonwealth of Kentucky, described as follows:

Description of Property

Parcel#	County		Acreage
N/A	Knott	See attached "Figure 2" for map of property	Up to 4.00 acres
TOTAL:			

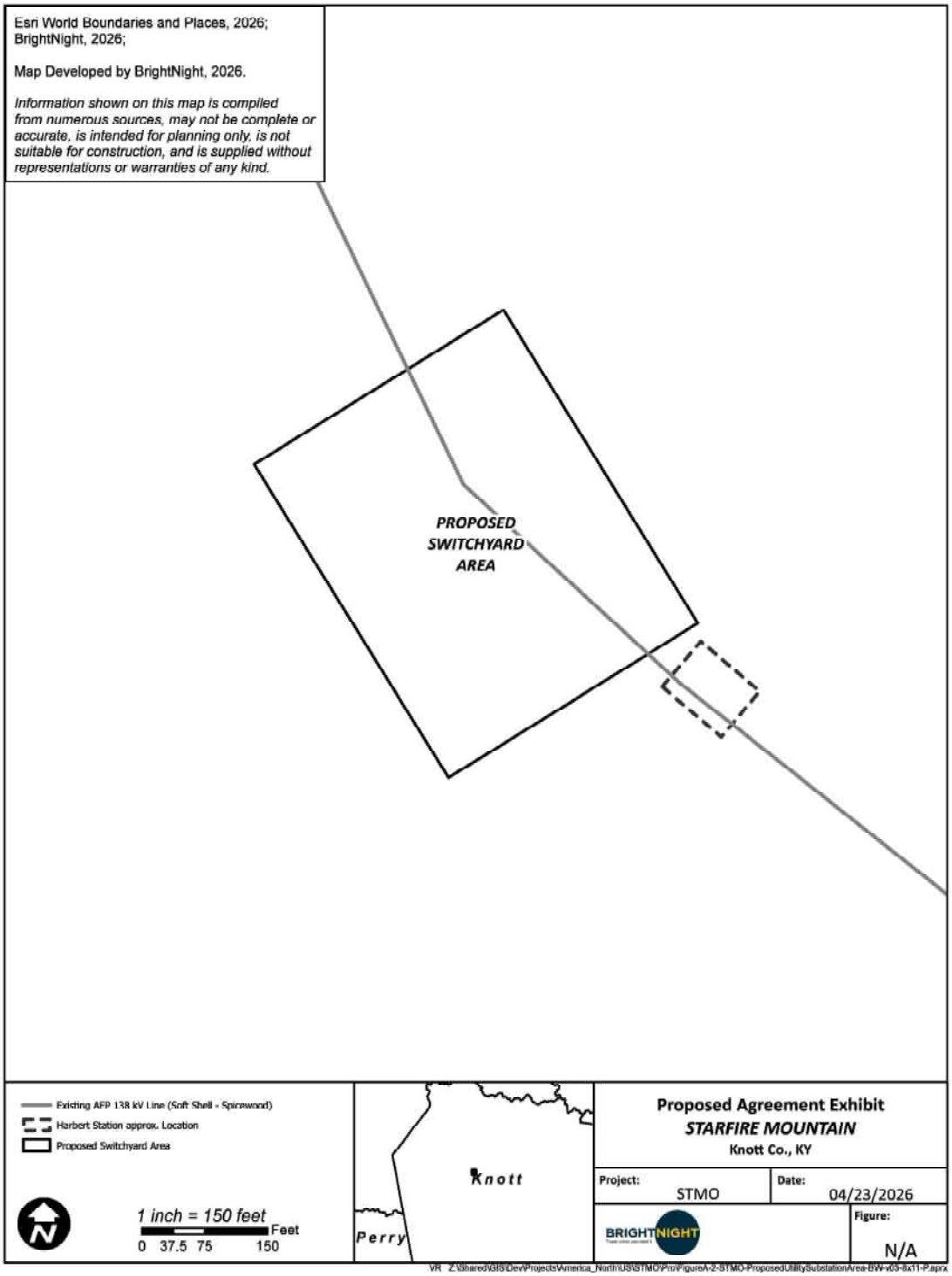

Esri World Boundaries and Places, 2026;
BrightNight, 2026;
Map Developed by BrightNight, 2026.
Information shown on this map is compiled from numerous sources, may not be complete or accurate, is intended for planning only, is not suitable for construction, and is supplied without representations or warranties of any kind.
PROPOSED SWITCHYARD AREA
Existing AEP 138 kV Line (Soft Shell - Spicewood)
Harbert Station approx. Location
Proposed Switchyard Area
1 inch = 150 feet
0 37.5 75 150 Feet
Knott
Perry
Proposed Agreement Exhibit
STARFIRE MOUNTAIN
Knott Co., KY
Project: STMO
Date: 04/23/2026
BRIGHTNIGHT
Figure: N/A

EXHIBIT B

EXISTING LIENS

1. That certain Coal Lease dated March 4, 2014, by and among ICG Natural Resources, LLC, Ark Land Company and ICG Hazard LLC, a memorandum of which is recorded in the Knott County Clerk's Office in Lease Book 77, at page 447.

2. That certain Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of June 1, 2017, by and from ICG Natural Resources, LLC to Credit Suisse AG, Cayman Islands Branch, of record in the Knott County Clerk's Office in Book 240, at page 533.

3. That certain UCC Financing Statement naming ICG Natural Resources, LLC as debtor, and Credit Suisse AG, Cayman Islands Branch as secured party, recorded on August 8, 2017 in the Knott County Clerk's Office in Book 240, at page 619.

EXHIBIT C

REQUIRED INSURANCE COVERAGE & LIMITS

l. Workers' Compensation/ Employers' Liability:

Workers' Compensation Limits: Statutory
Employers Liability limits:
[redacted] each accident
[redacted] policy limit for disease
[redacted] each employee for disease.

l. l. Policy must include a waiver of subrogation in favor of Grantor, its parent, subsidiaries, affiliates, directors, officers and employees.

2. Commercial General Liability:

Limit of no less than [redacted] each occurrence.

If the aggregate limit is exhausted prior to end of coverage term, Grantee must procure a reinstatement of limits.

2.1. Coverage shall be written on ISO occurrence form CG 00 01 12/07 edition (or an acceptable substitute form providing equivalent coverage). Policy must include coverage for premises/ operations, products-completed operations, explosion / collapse / underground / subsidence, and contractual liability for indemnification obligations assumed in this Easement.

2.2. Grantor, its parent, subsidiaries, affiliates, directors, officers and employees shall be named as additional insured for ongoing operations and completed operations, and coverage must be maintained for the duration of the applicable statute of repose. Such additional insured status shall be granted using both ISO endorsements CG 2010 (07/04 edition) and CG 2037 (07/04 edition), or an acceptable equivalent, and a copy of the endorsements shall be attached to the Certificate(s) of insurance provided to Grantor. There shall be no endorsement or modification limiting the scope of Grantor's coverage as additional insured.

2.3. Policy must include a waiver of subrogation in favor of Grantor, its parent, subsidiaries, affiliates, directors, officers and employees.

2.4. Coverage shall be primary and noncontributory with respect to, and exclusive of, any other valid and collectible insurance available to Grantor.

3. Commercial Automobile Liability:

Limit of no less than [redacted] each occurrence.

Policy shall include coverage for owned, hired, and non-owned vehicles.

3.1. Grantor, its parent, subsidiaries, affiliates, directors, officers and employees shall be named as additional insured, and coverage must be maintained for duration of the applicable statute of repose. There shall be no endorsement or modification limiting the scope of Grantor's coverage as additional insured.

3.2. Policy must include a waiver of subrogation in favor of Grantor, its parent, subsidiaries, affiliates, directors, officers and employees.

3.3'. Coverage shall be primary and noncontributory with respect to, and exclusive of, any other valid and collectible insurance available to Grantor.

4. Professional Liability (if applicable):

   Limit of no less than [redacted] per claim.

5. General Requirements for all Policies.

   5.1. Minimum required limits may be satisfied using a combination of primary and umbrella/ excess policies. If umbrella / excess policies are provided, they shall be written on an occurrence form and shall provide coverage for Employers Liability, General Liability and Automobile Liability with follow form coverage terms and conditions at least as broad as the underlying primary policies.

   5.2. All insurance policies required in this agreement shall be underwritten with insurers that are licensed or registered in the state where operations are conducted and must have a Best rating of at least A- VII or better.

   5.3. Prior to utilizing the easement granted hereby, Grantee must provide Grantor or its agent a Certificate(s) of insurance evidencing all insurance required by this Easement. Certificates of insurance shall include the following language:

      5.3.1. Grantor, its parent, subsidiaries, affiliates, directors, officers and employees shall be named as additional insured on all policies (except Workers' Compensation coverage) for ongoing and completed operations.

      5.3.2. Waiver of Subrogation in favor of Grantor, its parent, subsidiaries, affiliates, directors, officers, and employees applies on all policies (except Workers Compensation in **KY**).

      5.3.3. Coverage shall be primary and noncontributory with respect to, and exclusive of, any other existing valid and collectible insurance available to Grantor.

   5.4. Upon expiration and renewal of the required insurance coverages, a new Certificate of Insurance shall be provided to Grantor or its agent to reflect compliance with this Exhibit C.

   5.5. Grantor reserves the right to require certified copies of any or all policies. The above insurance requirements are subject to change at the discretion of the Grantor.

Exhibit D

Compensation

In consideration of the easements conveyed in this section, Grantee agrees to pay Grantor as follows:

(a) Signing Bonus: [redacted]

(b) Utility Easement Area: [redacted] for work on property listed in Exhibit A-1; and

(c) Proposed Utility Substation Area: [redacted] for work on property listed in Exhibit A-2.

Grantee shall provide Grantor with a final survey of the Utility Easement Area and/or the Utility Substation Area, as applicable, prior to the issuance of a formal "Notice to Proceed" with respect to either area.

All payments hereunder shall be made via [ACH wire transfer] to the account set forth below:

Accountholder Name:	[Please provide.]
Bank Name:	[Please provide.]
Account Number:	[Please provide.]
Routing Number:	[Please provide.][1]

[1] **NTD**. Please provide the requested information to ensure BrightNight can promptly make all payments to the correct account.