Appendix D. Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made this 10th day of September, 2021 (the "*Effective Date*"), by and between **LUTHER R. MYERS and spouse, REBEKAH C. MYERS** and **DARRELL W. MYERS and spouse, KATHERINE D. MYERS** (collectively, the "*Landlord*") and **HEELSTONE DEVELOPMENT, LLC,** a Delaware limited liability company (the "*Tenant*"). Landlord and Tenant may be referred to together as the "*Parties*" or individually as a "*Party*".

RECITALS

A. Landlord is the owner of approximately [redacted] acres in Nicholas County, Kentucky bearing tax parcel identification number(s) 010-00-00-008.00 (the "*Property*") in which Tenant desires to lease up to [redacted] acres of the Property, as further depicted on the preliminary site plan attached as **Exhibit A,** together with all improvements, fixtures, personal property and trade fixtures, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Property (collectively, the "*Leased Premises*").

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Leased Premises upon the terms and conditions outlined in this Lease.

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

1. **Lease**. Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises. Provided, however, Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the Parties shall amend **Exhibit A** to more accurately reflect the final, as-built Leased Premises.

2. **Permitted Uses**. Tenant may use the Leased Premises to build and operate a solar photovoltaic power array for the generation and distribution of electric power (the **"***Solar Operations***"**), which shall include without limitation the following:

2.1 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; (ii) power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; (iii) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (iv) roads, culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas reasonably necessary for the installation and maintenance of the solar generation facilities; (vii) signs; (viii) fences, gates and other safety and protection facilities; and (ix) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy and transmitting the same (collectively, the **"***Improvements***"**); and

2.2 Undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies.

3. **Due Diligence Period**.

3.1 Time Period and Control.

(a) Tenant has four (4) years and six (6) months to inspect the Leased Premises to determine if it is suitable for the Solar Operations (the "*Due Diligence Period*"). Prior to the end of the end of the Due Diligence Period, if Tenant determines, in Tenant's sole discretion, that the Leased Premises is not suitable, then Tenant may terminate the Lease and will not have any further obligations under this Lease (including any future milestone payments due under Section 3.2).

(b) For purposes of the Due Diligence Period, it shall be deemed that Landlord maintains control of the Property including the Leased Premises. Tenant shall be permitted to conduct the testing outlined in Section 3.3 and otherwise determine whether the Property is suitable for the Solar Operations. Until such time as the Tenant determines the Leased Premises is feasible for the Solar Operations, the Property shall remain under the exclusive control of the Landlord subject to the terms and conditions contained herein.

3.2 Consideration.

(a) Tenant shall pay to Landlord a due diligence fee for the Due Diligence Period that becomes due and payable upon the following milestone schedule:

(i) Within [redacted] of the Effective Date, [redacted]

(ii) [redacted] from the Effective Date, [redacted]

(iii) [redacted] from the Effective Date, [redacted]; and

(iv) [redacted] from the Effective Date, [redacted]

(b) All consideration payments to Landlord shall be paid as follows: (i) [redacted]

(c) If the Lease is terminated or Construction Rent commences under the Lease, then no additional milestone schedules are due and payable for the Due Diligence Period as of the date of the termination or the date Construction Rent commences.

3.3 Testing. During the Due Diligence Period, Tenant shall have full access to the Leased Premises and shall be entitled to conduct (at Tenant's sole expense) any testing of the Property as Tenant deems appropriate or convenient including, but not limited to, conducting surveys, studies or testing of environmental, biological, cultural, historical, boundary or geotechnical matters. Tenant shall keep the results of all such testing strictly confidential, and, shall not disclose any such information to any governmental entity except, and to the extent, expressly required by applicable law or regulation.

3.4 Crops.

(a) During the Due Diligence Period and subject to Section 3.4(b), Landlord shall have the right to plant farm crops or enter into a lease for the planting of farm crops ("*Crop Lease*") on the Leased Premises.

(b) Tenant shall have the right to give Landlord notice that Tenant intends to proceed with the Solar Operations and that Landlord should not plant any crops or enter into any Crop Lease (the "*No-Lease Notice*").

(c) Even if Tenant has not provided a No-Lease Notice, Tenant shall have the right to give notice to Landlord to terminate any Crop Lease on the Leased Premises. In such instance, Tenant shall pay Landlord the fair market value of the crops unable to be salvaged and sold.

3.5 Termination. If Tenant otherwise determines that Tenant's leasing of the Leased Premises is not feasible or desirable for any reason in Tenant's sole and absolute discretion, Tenant may terminate this Lease by giving written notice to Landlord prior to the end of the Due Diligence Period. Provided, however, once Construction Rent (as defined below) commences, the Due Diligence Period shall automatically expire.

4. **Term.**

4.1 The initial term of this Lease (the "*Initial Term*") shall begin at the end of the Due Diligence Period and shall terminate on the earlier of (i) [redacted] or (ii) [redacted] Upon the Placed in Service Date, Landlord shall, at Tenant's request, execute a lease amendment and recordable amended memorandum of lease confirming and memorializing the actual date that the Initial Term began and shall terminate.

4.2 Tenant may extend the Initial Term for [redacted] providing written notice to Landlord prior to the expiration of the Initial Term or immediately preceding Renewal Term. The Initial Term together with any Renewal Term is collectively referred to as the "Term."

5. **Rent**

5.1 Rent Payment.

(a) Tenant shall pay Landlord construction rent equal to [redacted] until the Placed in Service Date ("*Construction Rent*"). Construction Rent shall become due and payable upon the issuance of a building permit for the Solar Operations. Acreage for purposes of the Construction Rent shall be calculated based on the proposed acreage of the Leased Premises.

(b) Beginning on the Placed in Service Date, Tenant shall pay Landlord the amount of [redacted] ("*Rent*"). The first payment of Rent shall be due and payable within [redacted] of the Placed in Service Date and shall be prorated

through the following [redacted] after the Placed in Service Date. Thereafter, Rent is payable annually on each [redacted] thereafter (the "*Payment Date*"). Within [redacted] of the Placed in Service Date, Tenant shall (at its sole expense) obtain a survey of the Leased Premises (the "*Survey*") that shall show the boundary line of the Leased Premises depicting the Leased Premises with the final acreage. Rent shall be based on the acreage depicted in the Survey.

(c) Commencing on the second anniversary of the Payment Date and on each anniversary thereafter, Rent shall increase by an amount equal to [redacted] of the Rent in effect for the year immediately preceding Payment Date.

(d) Any payments for Construction Rent or Rent shall be paid to Landlord as follows: [redacted]

5.2 Non-Cash Benefits. Landlord shall not be entitled to any payment or other benefit from the Solar Operations, including any royalties, tax or environmental credits, whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment or benefit.

6. **Sunlight.**

6.1 Landlord acknowledges and agrees that access to sunlight ("*Sunlight*") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord hereby grants and conveys to Tenant, its successors or assigns, for the Term an exclusive easement to open and unobstructed access to the sun for Solar Operations on the Leased Premises and to ensure adequate exposure of the Solar Operation to the sun.

6.2 Landlord hereby grants and conveys to Tenant an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "Solar Easement") throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Operation is or may be located at any time from time to time and for a distance from the boundaries of the Leased Premises, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises and along such line to the opposite exterior boundary of the Premises.

6.3 Landlord shall not engage in or permit others to engage in activities on the Property or any adjacent parcel of land owned or controlled by Landlord (the "*Adjacent Property*") that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage.

6.4 If Landlord becomes aware of any potential activity on the Property or any Adjacent Property that could diminish the Sunlight at the Leased Premises, Landlord shall use its best efforts both to timely advise Tenant of such information and with respect to the Property or any Adjacent Property to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Leased Premises, which exist as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

6.5 For clarification purposes, if the Landlord does not own any Adjacent Property, then any provisions in this Lease with respect to "Adjacent Property" shall not apply.

7. **Easements.**

7.1 Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, its successors or assigns, for the Term (as defined below), the following easements from the Leased Premises across the Property or any Adjacent Property, in locations mutually agreeable to the Landlord and Tenant for the benefit of Tenant (collectively, the *"Easements*") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Property, and inure to the benefit of Tenant, its successors or assigns, and be binding upon Landlord:

(a) An exclusive easement for electrical interconnection purposes;

(b) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Property or Adjacent Property;

(c) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Property and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Property or Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(d) An exclusive easement and right to install, maintain, repair, replace and operate on the Property or Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Property; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Property; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(e) A temporary easement on, over, across and under the Property or Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

7.2 Recording. The Parties agree that the final routing of any easements affecting Adjacent Property shall be negotiated in good faith and shall be subject to the mutual agreement of the Parties. Landlord shall execute and deliver to Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request from Tenant.

7.3 Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "*Landlord Easements*") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Property, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under Landlord Easements and provided that such use does not interfere with Landlord's use

of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

8. **Zoning; Improvements; Use**.

8.1 Zoning Approvals. Landlord acknowledges and agrees that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, **"***Project Permitting***"**) for the Improvements and/or Solar Operations, and (b) any zoning relief for the Property necessary to permit the issuance of the Project Permitting or the Solar Operations on the Property including without limitation obtaining any subdivision, variance, site plan, license, special use, conditional use, planned development and other governmental approvals deemed necessary or desirable by Tenant.

8.2 Construction; Maintenance; Compliance with Laws. Throughout the Term, Tenant will, at Tenant's sole expense, maintain the Improvements in good condition and repair, ordinary wear and tear excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of all governmental authorities. Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings, brought in the name of Tenant or (when necessary or appropriate) in the name of Landlord or the names of both Tenant and Landlord, the validity or applicability to the Property or the Improvements of any law, rule, ordinance, order, regulation or other legal requirement now or hereafter made or issued by any governmental authority. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord. Any such contest, including any contest maintained in the name of Landlord, shall be controlled and directed by Tenant.

8.3 Exclusive Right; Improvements Property of Tenant.

(a) Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, except as may be agreed to by Tenant in writing, on, over, under or above any portion of the Property during the Term. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations, and upon request by Tenant, will make available to Tenant for inspection copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction of Improvements on the Property or any Adjacent Property.

(b) Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant, and may be replaced, repaired or removed at any time by Tenant during the Term. Landlord acknowledges and agrees that despite that portions of the Improvements may be affixed to the Property, (i) Tenant is the exclusive owner and operator of the Improvements and the Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any environmental attributes and environmental incentives of the Solar Operations. Landlord has no right, title or interest in the Solar Operations and has waived any and all rights it may have to place a lien on the Solar Operations and/or Improvements.

8.4 Construction Liens

(a) Tenant will keep the Property free of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property at the request of Tenant in connection with Tenant's use of the Property. Tenant shall have the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or (when necessary or appropriate) in the name of Landlord or both, the validity or amount of any lien. Provided, however Tenant shall first take such measures as may be required under applicable law to protect Landlord's interest in the Property.

(b) Landlord will keep the Property free of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property at the request of Landlord. Landlord shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or amount of any lien, provided that Landlord shall first take such measures as may be required under applicable law to ensure that Tenant's interest in the Property is protected.

8.5 Landlord and Third-Party Access. Landlord shall have the right to enter the Property to inspect the same at reasonable times and upon reasonable advance written notice to Tenant; provided that such entry shall not interfere with the Solar Operations. Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all safety rules established by Tenant. Tenant shall have the power and authority to control and prevent access of third parties to the Property. Tenant may invite third parties upon the Property without permission from Landlord.

8.6 Utilities. Tenant agrees to pay all utility costs incurred on the Property by reason of the Solar Operations.

9. **Taking**

9.1 Notice. If Landlord or Tenant receives any notice of a taking of any portion of the Property or Easements, it will promptly notify the other Party.

9.2 Total and Permanent. In the event of a taking of all of the Property or, in Tenant's discretion, a substantial portion as would render the balance of the Property not suitable for Tenant's then use (a "*Total Taking*"), this Lease shall terminate upon the date that possession is surrendered to the condemning authority, at which time all rights and obligations between the Parties shall cease and rent and other charges payable by Tenant under this Lease shall be apportioned.

9.3 Partial and Permanent. In the event of a taking that is less than a Total Taking (a "*Partial Taking*"), or in the event Tenant elects not to terminate this Lease, then this Lease shall terminate upon the date that possession is surrendered to the condemning authority, but only as to the portion or portions so taken and otherwise, this Lease shall remain in full force and effect and Tenant shall be entitled to a reduction of rent based on the acreage taken.

9.4 Awards. In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Property, then the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Property, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements

constructed or placed by Tenant on the Property, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

10. **Indemnification and Insurance**

10.1 Indemnification. Both Landlord and Tenant (the "***Indemnifying Party***") shall, to the extent allowed by law, defend, indemnify and hold harmless the other Party and such other Party's Related Persons (each indemnified party being referred to as an "*Indemnified Party*") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consultants' fees, court costs and litigation expenses (collectively, "*Claims*") suffered or incurred by such Indemnified Party and arising from (a) physical damage to the Indemnified Party's Property (which in Tenant's case, shall include damage to any Improvements) to the extent caused by the negligence or willful misconduct of the Indemnifying Party or any Related Person, (b) physical injuries or death to or of the Indemnified Party or the public, to the extent caused by the negligence or willful misconduct of the Indemnifying Party or any Related Person thereof or (c) any breach of any covenant, and any failure to be true of any representation made by the Indemnifying Party in this Lease; provided, that in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent that any Claim is caused by, arises from or is contributed to by the negligence or willful misconduct of such Indemnified Party. As used in this Lease, the term "Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, Tenant, subtenant, grantee, licensee, co-tenant, invitee or permittee of the applicable Party and any other person or entity claiming any interest by or through the applicable Party.

10.2 Property Damage. The reference to property damage in Section 10.1 above does not include losses of rent, business opportunities, profits and the like that may result from Landlord's use of the Property. The foregoing indemnity shall not extend to Property damage or personal injuries or death suffered by an Indemnified Party or its Related Persons and attributable to risks of dangers, if any, associated with electrical generating facilities. Landlord authorizes Tenant to take appropriate safety measures to reduce the risk of damage to the Improvements or the risk that the Improvements will cause damage, injury or death to people and Property. Tenant may construct fencing around the perimeter of the Improvements and take other security precautions if Tenant determines that such fencing and/or security measures will reduce such risks of damage, death or injury.

10.3 Insurance. Throughout the Term, Tenant shall maintain and pay for (i) general liability insurance with limits of not less than [redacted] per occurrence and [redacted] aggregate; (ii) excess liability insurance with a limit of not less than [redacted] in the aggregate, in each case for injury to any person and for damage to Property; and (iii) Property insurance, insuring the Improvements for the full replacement cost thereof. Such insurance shall, at the option of Landlord, name Landlord as an additional insured on a primary, non-contributing basis, except for claims arising out of Landlord's negligence or willful misconduct, and shall cover all risks arising directly or indirectly out of Tenant's

activities on the Property whether or not caused or contributed to by Tenant's negligence. All such policies of insurance shall waive the insurer's right of subrogation against Landlord.

11. **Taxes**

11.1 Payment. Landlord will pay when due all real property taxes and assessments levied against the Property by any governmental body (collectively, **"***Taxes***"**), with the exception of any personal property portion of the Taxes attributable to the Improvements. Landlord will send a copy of each tax bill to Tenant immediately upon Landlord's receipt of the tax bill. Tenant will promptly pay the portion of the Taxes, if any, attributable to the Improvements to the applicable governing entity. Tenant's duty to pay such taxes shall exist only with respect to Taxes for tax years during the Term, and only for tax bills submitted to Tenant within six (6) months of the date first rendered to Landlord. Landlord will promptly send to Tenant evidence that the Taxes have been paid by Landlord.

11.2 Rollback Taxes. In the event that Tenant's use of the Leased Premises for the Solar Operations causes the Premises to lose its classification as "Agricultural land" and the loss of such "Agricultural land" classification triggers the required payment of "rollback" taxes which are imposed due to such change in use of the Leased Premises, then Tenant shall reimburse Landlord for the amount of such "rollback" taxes, together with any interest or penalties associated with such "rollback" taxes resulting from such change of use. However, in the event that Tenant's use of the Leased Premises for the Solar Operations triggers the obligation to pay any "rollback" taxes, on any other property owned by Landlord, any such "rollback" taxes, penalties, fees or interest for such other property shall be paid solely by Landlord; provided, Tenant will work in good faith with Landlord to contest any such ruling regarding rollback taxes

11.3 Failure to Pay If Landlord fails to pay the Taxes when due, Tenant may take any and all lawful steps to protect its interests in the Property and the Easements, including (a) making direct payments of Tenant's share of the Taxes to the taxing authority and (b) making payments of Landlord's share of the Taxes (together with, at Tenant's option, taxes on any land and improvements other than the Property that are part of the same tax lot as all or any part of the Property as to which Taxes have not been paid), and in the case of any payment described in this clause (b), Tenant (i) may deduct the amount paid (including interest and penalties, if any) from the Rent otherwise due to Landlord, and (ii) is hereby granted a lien on the Property to secure repayment of such amounts (which lien may be enforced in the same manner as a mortgage under applicable law). Tenant and Landlord shall reasonably cooperate with the other in any application made to have the Improvements assessed separately from the Property.

11.4 Contests. Tenant or Landlord may contest the legal validity or amount of any Taxes for which each is responsible under this Lease, and may institute such proceedings as either considers necessary. Landlord, upon request of Tenant and at no out-of-pocket expense to Landlord, will contest on behalf of Tenant, the legal validity or amount of any Taxes for which Tenant is responsible under this Lease.

11.5 Tax Credits. If, under applicable law, Tenant or other holder of a lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

11.6 Payment by Tenant. Tenant shall pay, prior to the earlier of delinquency or the accrual of interest on the unpaid balance, all taxes and assessments of every type or nature assessed against or imposed upon the Improvements during the Term, including without limitation, the following:

(a) All personal property taxes, charges, license fees and or similar fees imposed on Tenant; and

(b) All excise, transaction, privilege, license, sales, use and other taxes upon the activities of Tenant.

12. **Termination of Lease/Surrender of Possession**

12.1 Tenant's obligation to pay Rent and continue this Lease is at all times expressly subject to satisfaction of each of the following conditions: (i) Tenant's obtaining and maintaining all necessary or required approvals from state, federal and local authorities, (ii) Tenant's obtaining and maintaining any agreement that is necessary for the operation of the Solar Operations and the sale and delivery of the electricity generated by it, including without limitation an interconnection agreement and power purchase agreement with the applicable utility company, and (iii) Tenant's ability to continuously operate the Solar Operations and utilize the Leased Premises for the permitted use. If any of the foregoing conditions are not satisfied at any time following the Effective Date, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

12.2 No later than [redacted] after the expiration or earlier termination of this Lease ("*Restoration Period*"), Tenant shall remove all Improvements and personal property made or placed thereon by Tenant pursuant to this Lease, cover up all pit holes, trenches or other borings or excavations made by Tenant thereon, and otherwise restore the Property to as near as possible to its original condition prior to the Lease, and leave the Property in a good, clean condition. Notwithstanding the foregoing, Tenant shall have no obligation to remove any roads constructed on the Property or any subsurface improvements. Tenant shall have access to the Leased Premises during the Restoration Period in order to remove the Improvements and to restore the Property.

13. **Assignments, Mortgages, Transfers.**

13.1 Financing Parties. Landlord acknowledges that in order to finance the Solar Operations, Tenant may partner with various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "*Financing Parties*" and each a "*Financing Party*"). Tenant may mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Leased Premises, and Tenant shall have the right to record evidence of any such interest granted in the leasehold estate granted hereunder. Landlord agrees to cooperate with Tenant and any of its Financing Parties. Landlord shall execute and deliver all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party. Failure to return any such documents within thirty (30) days shall enable Tenant to withhold Rent until such time as the Landlord returns any documents reasonably required by the Financing Parties.

13.2 Mortgages/Transfers.

(a) This Lease shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns. Tenant may pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "*Transfer*") this Lease or Tenant's leasehold

interest in the Leased Premises, in whole or in part, without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer.

(b) Landlord shall give Tenant at least thirty (30) days' prior notice of any Transfer by Landlord of its interest in the Property or in this Lease. In addition, any such Transfer shall be expressly subject to this Lease. For example, but without limiting the foregoing, this Lease shall remain prior in interest to any mortgage entered into by Landlord after the Effective Date. For Transfers pursuant to the death or disability of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or Improvements.

13.3 Estoppel Certificates and Cooperation. Landlord will, within ten (10) business days following request, execute and deliver (i) estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a sublease, if such be the case), (ii) consent to assignment, (iii) non-disturbance agreements, (iv) or any other documents reasonably requested by Tenant, or any Financing Party, at any time and from time to time.

13.4 Landlord Mortgage; Landlord Liens.

(a) Landlord shall obtain a subordination non-disturbance and attornment agreement ("*SNDA*") or other appropriate agreement from any party with a mortgage or other lien on the Leased Premises that might interfere with Tenant's rights under this Lease. Such SNDA or other agreement shall be in form and substance acceptable to Tenant. If Landlord fails to obtain an executed agreement from a third party in accordance with this paragraph within twenty (20) days after Tenant's request, Tenant shall have the right to withhold Rent until such time as the SNDA or other agreement is obtained. If the SNDA or other satisfactory agreement is not obtained within one hundred eighty (180) days, then Tenant shall have the right to terminate this Lease and to recover all monies paid by Tenant and any other damages available at law or in equity.

(b) Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property or Leased Premises. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property or Leased Premises when due, Tenant may, at its option, pay the amount due and deduct the amount paid from the amount otherwise payable for the Rent due Landlord. Landlord shall obtain from any holder of a mortgage or other lien on the Property securing debt owned by Landlord a subordination and/or non-disturbance agreement in form and substance reasonably acceptable to Tenant. Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord subsequent to the date of this Lease, as the case may be, are expressly subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

14. **Notices.**

14.1 All notices sent pursuant to this Lease must be given by personal delivery, nationally recognized overnight courier, or certified mail return receipt requested, and shall be sent to the respective Parties at the addresses set forth below. Notices shall be deemed delivered upon receipt or upon the failure to accept delivery. When giving notice to Tenant of any default by Tenant under this Lease, Landlord shall also provide a copy of such notice to any party with an interest in Tenant or in Tenant's leasehold, the existence of such interest being noticed in writing by Tenant to Landlord (collectively, the "*Notice Parties*" and each a "*Notice Party*"). Any Party may, by at least five (5) day's prior written notice hereunder to the other Party, change the individual address to which such notice shall thereafter be sent.

Landlord:	Luther R. Myers and Rebekah C. Meyers 1205 Cassidy Creek Road Carlisle, KY 40311
	Darrell W. Myers and Katherine D. Meyers 895 Cassidy Creek Road Carlisle, KY 40311
Tenant:	HEELSTONE DEVELOPMENT, LLC 1414 Raleigh Road, Suite 210 Chapel Hill, NC 27517 Attention: Legal Department Email: legal@heelstoneenergy.com

Each Notice Party shall have thirty (30) days to cure any monetary Default and ninety (90) days to cure any non-monetary Default. The cure period for each Notice Party shall begin to run at the end of the cure period given to Tenant in this Lease. If any Default by Tenant under this Lease cannot be cured without a Notice Party obtaining possession of all or part of the Property and/or all or part of the Solar Operations and/or all or part of Tenant's interest in this Lease, then any such time period shall not begin to run until after gaining the necessary possession.

15. **Defaults**



[redacted]

15.4 Landlord's Default and Tenant's Remedies.

[redacted]

16. **Remedies**

[redacted]

17. **Landlord's Representations.** Landlord hereby represents and warrants to Tenant as follows:

17.1 (1) Landlord is the sole fee title owner of the Leased Premises, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms and (6) Landlord is not the subject of any bankruptcy, insolvency or probate proceeding.

17.2 To Landlord's knowledge, there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property which will prevent or limit Tenant's use of the Property for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease. Landlord also represents and warrants that throughout the Term, Tenant shall have legal and practical access to the Property.

17.3 No litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant.

17.4 To the best of Landlord's knowledge, (a) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (b) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste which are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all environmental laws that govern the same or are applicable thereto and (c) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof

or emanating or migrating from other Property onto the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

17.5 To the best of Landlord's knowledge, the Property is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Property.

18. **Miscellaneous.**

18.1 Confidentiality. Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "*Landlord Parties*" and individually a "*Landlord Party*") will not disclose the subject matter or terms of the transaction contemplated by this Lease unless prior written consent to such disclosure is obtained from Tenant, which consent may be withheld at Tenant's sole discretion. Provided, however, a Landlord Party shall be permitted to disclose such information as is necessary to its accountant or attorney provided such parties are informed about the confidential nature of this Lease and agree to not otherwise disclose the information. Further, any Landlord Party shall be permitted to disclose the terms of this Lease as otherwise required by law.

18.2 Force Majeure. Notwithstanding any other provision of this Lease, If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or any other cause beyond Tenant's control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

18.3 Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional commercially reasonable documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified, all approvals required of either Party shall be given or refused in writing within ten (10) business days after receipt of the written request for approval. Any delay of a requested approval longer than ten (10) days from receipt of a written request for approval shall be deemed an approval. No Severance of Solar Rights. Except as otherwise provided in this Lease, Landlord represents, warrants, and covenants to Tenant that no interest in any resource located on the Property and associated with the production or potential production of energy from sunlight has been or will be severed from the surface estate by Landlord, its predecessors in interest, or its successors and assigns. Without limiting the foregoing, except those rights granted or to be granted to Tenant and its successors and assigns in or pursuant to this Lease, Landlord agrees not to sever, attempt to sever, convey, reserve, or separate from the fee ownership of the Property any solar energy resources, solar development rights, access to sunlight, or any other solar rights or rights related to solar development, use, or exploitation, or the right to receive any income or proceeds related to the same, whether through lease payments, royalties, or otherwise.

18.5 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, whether at or before trial, on petition for review, on appeal, on reconsideration, or in connection with other legal or dispute resolution proceedings, the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs and expenses incurred from the non-prevailing party, including those incurred in any bankruptcy or insolvency proceeding, to the extent permitted by law.

18.6 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease.

18.7 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth in this Lease.

18.8 Waiver. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

18.9 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

18.10 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Due Diligence Period and the Term, for the purposes set forth in this Lease.

18.11 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

18.12 Governing Law. The laws of the State of Kentucky shall govern the interpretation and enforcement of this Lease.

18.13 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument.

18.14 Memorandum of Lease. Landlord agrees to execute a Memorandum of this Lease in substantially the form attached as **Exhibit B** in which Tenant may record in the register of deeds office in which the Property is located.

18.15 Right of First Offer. During the Due Diligence Period and the Term, prior to selling any portion of the Property, Landlord shall first offer the Property to Tenant. Following receipt of notice from Landlord, Tenant shall have thirty (30) days to elect whether it desires to exercise its right under this Section and enter into a formal purchase agreement with Landlord, mutually agreeable to both Parties. Tenant shall have the right to enforce this provision by injunctive relief.

18.16 W-9. Landlord shall provide to Tenant a completed W-9. Tenant may delay making any payments otherwise due and payable to the Landlord until five (5) business days after Tenant's receipt of Landlord's completed W-9.

18.17 Conservation Reserve Program.

(a) Landlord has disclosed to Tenant all portions of the Property, if any, that are currently enrolled in the Conservation Reserve Program under the Food Security Act of 1985, as may be amended, or subject to any other resource conservation easements or other restrictions that would either prohibit or restrict the use of the Property or Leased Premises by Tenant for the Solar Operations. Landlord warrants that it has provided Tenant with a true and complete copy of each agreement evidencing such participation of, or such restrictions on, the Property or Leased Premises (each a "*CRP Contract*"). Notwithstanding anything herein to the contrary, Tenant may delay making any payments otherwise due and payable to the Landlord until ten (10) business days after Tenant's receipt of any CRP Contract affecting the Property.

(b) The Parties acknowledge that through the Due Diligence Period, the Landlord shall maintain control of the Property and shall continue to comply with any CRP Contract requirements, including without limitation maintaining the Property as required under the Conservation Plan and making all the necessary filings.

(c) Tenant shall not commence construction on the Property prior to the end of the CRP Contract unless the Parties agree in writing. In such event, the Parties shall work together to terminate the CRP Contract and determine the allocation of damages between the Parties. Notwithstanding the foregoing, Landlord agrees that Tenant may conduct reasonable due diligence of the Property as permitted in Section 3 of the Lease.

(d) Landlord shall be liable for any and all damages under the CRP Contract (including without limitation liquidated damages) that may arise for its failure to comply with the CRP Contract.

18.18 Option to Purchase Utility Property.

(a) Landlord hereby grants and conveys to Tenant, its successor or assigns or any affiliate thereof (collectively, the "*Buyer*") the exclusive right and option (the "*Option*") to purchase a portion of the Property up to approximately five (5) acres more or less, approximately in the area identified on **Exhibit C** (the "*Utility Property*"), or any portion or portions thereof during the Term of Lease. The Utility Property may be required by the interconnection utility (the "*Utility*") for the construction of a substation. Provided, however, Landlord and Tenant acknowledge that the location of the Utility Property has not been finalized and it is subject to change. The Parties agree to cooperate and otherwise provide an updated **Exhibit C t**o this Lease upon finalization of the area required by the Utility. In addition, Buyer shall be responsible for any required subdivision and the fees and expenses related thereto.

(b) The purchase price (the "*Purchase Price*") for the Utility Property shall be [redacted] Buyer purchases as determined in accordance with a survey prepared by and at the cost of Buyer. The Purchase Price shall be payable to Landlord at the Closing (as defined below) in cash or by delivery of certified funds as hereinafter provided.

(c) Buyer may exercise the Option at any time, and from time to time, during the Term by providing written notice to Landlord (an "*Exercise Notice*"). An Exercise Notice shall be delivered to Landlord on or before the expiration of the Term, and shall indicate the final Utility Property to be purchased.

(d) The closing (the "*Closing*") shall take place on a mutually agreed day and time by the Parties within fifteen (15) business days after Buyer exercises the Option.

(e) At the Closing, Landlord shall:

(i) pay any recording fees for the release of Landlord's mortgage, if any;

(ii) pay any of its broker or attorney's fees, if any;

(iii) pay all late payment penalties, if any, and personal property taxes on the Utility Property;

(iv) deliver fully-executed seller documents including without limitation, a general warranty made out as Buyer directs, an affidavit of non-foreign status, 1099, a lien affidavit, closing statement; and

(v) deliver such other documents as Buyer or the title company shall reasonably require in order to carry out the terms of this Option.

(f) At the Closing the Buyer shall:

(i) deliver the Purchase Price as adjusted for any credits or prorations;

(ii) pay the title insurance premium due for the title policy;

(iii) pay any of its broker or attorney's fees, if any; and

(iv) deliver such other documents as Landlord or the title company shall reasonably require in order to carry out the terms of this Option.

(g) Buyer and Landlord shall execute a closing statement in which taxes and assessments shall be prorated as of the date of Closing.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LANDLORD:

Luther R. Myers

Luther R. Myers

Rebekah C. Myers

Rebekah C. Myers

Darrell W. Myers

Darrell W. Myers

Katherine D. Myers

TENANT:

HEELSTONE DEVELOPMENT, LLC

By: _____

William B. Owens, Jr., President

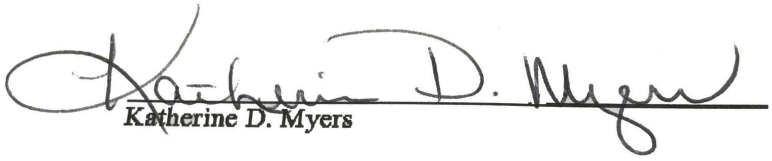
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LANDLORD:

_____
Luther R. Myers

_____
Rebekah C. Myers

_____
Darrell W. Myers



TENANT:

HEELSTONE DEVELOPMENT, LLC

By: _____
William B. Owens, Jr., President

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LANDLORD:

_____
Luther R. Myers

_____
Rebekah C. Myers

_____
Darrell W. Myers

_____
Katherine D. Myers

TENANT:

HEELSTONE DEVELOPMENT, LLC

By: _____
William B. Owens, Jr., President

Exhibit A

Leased Premises

Being that certain property comprised of approximately [redacted] acres located in Nicholas County, Kentucky bearing Map Number 010-00-00-008.00, as further described in Deed Book 126, Page 231 of Nicholas County Public Registry and as further depicted below:



Exhibit B

Form Memo of Lease

[LEAVE 3" AT TOP OF FIRST PAGE OF RECORDABLE DOCUMENT]

Signature: _____
Prepared by: Brian Zoeller
Return to: Heelstone Development, LLC
1414 Raleigh RD- Suite 210
Chapel Hill, NC 27517

STATE OF KENTUCKY)

) MEMORANDUM OF GROUND LEASE

COUNTY OF NICHOLAS)

THIS MEMORANDUM OF GROUND LEASE ("*Memorandum*") is entered into this _____ day of _____, 2021 (the "*Effective Date*") by and between Luther R. Myers and spouse, Rebekah C. Myers and Darrell W. Myers and spouse, Katherine D. Myers (collectively, the "*Landlord*") and **HEELSTONE DEVELOPMENT, LLC** a Delaware limited liability company ("*Tenant*")

1. Pursuant to that certain Lease Agreement dated _____, 2021 (the "*Lease*") and as may be further amended from time to time, Landlord leased to Tenant the real property described below upon the terms and conditions set forth in the Lease.

2. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease are incorporated herein by this reference.

3. Tenant shall have four (4) years and six (6) months from the Effective Date to inspect the Leased Premises to determine if it is suitable for the Solar Operations.

4. The Initial Term of the Lease begins at the end of the Due Diligence Period and shall terminate on the earlier of [redacted] Upon the Placed in Service Date, Landlord shall, at Tenant's request, execute a lease amendment and recordable amended memorandum of lease confirming and memorializing the actual date that the Initial Term began and shall terminate.

5. Tenant may extend the Initial Term for [redacted] by providing written notice to Landlord prior to the expiration of the Initial Term or immediately preceding expiration of a Renewal Term.

6. The Lease obligates Landlord to lease to Tenant that certain property containing approximately [redacted] acres, located in Nicholas County said leased premises being further described as set forth on the attached **Exhibit A,** together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the premises and the improvements now or in the future located thereon (collectively referred to as the "*Leased Premises*"), to be occupied and used upon the terms and conditions set forth in the Lease.

7. Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant, and may be replaced, repaired or removed at any time by Tenant during the Term. Landlord acknowledges and agrees that despite that portions of the Improvements may be affixed to the Property, (i) Tenant is the exclusive owner and operator of the Improvements and the Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any environmental attributes and environmental incentives of the Solar Operations. Landlord has no right, title or interest in the Solar Operations and has waived any and all rights it may have to place a lien on the Solar Operations and/or Improvements.

8. Pursuant to the terms of the Lease, Landlord has granted a right of first offer for the Property to the Tenant.

9. Landlord has granted certain easement rights over and across adjacent property as further described on **Exhibit B** (the "*Adjacent Property*"). Landlord acknowledges and agrees that access to sunlight ("*Sunlight*") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in or permit others to engage in activities on the Adjacent Property that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage.

10. Landlord also grants and conveys to Tenant, its successor or assigns or any affiliate thereof the exclusive right and option (the "*Option*") to purchase a portion of the Property up to approximately five (5) acres more or less, approximately in the area identified on **Exhibit C** (the "*Utility Property*"), or any portion or portions thereof during the Term of Lease. The Utility Property may be required by an interconnection utility for the construction of a substation. Provided, however, Landlord and Tenant acknowledge that the location of the Utility Property has not been finalized and it is subject to change. The Parties agree to cooperate and otherwise provide an updated **Exhibit C** upon finalization of the area required by the Utility.

11. Nothing contained herein shall modify the Lease, and in the event of a conflict between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease by authority duly given and effective as of the date first written above.

LANDLORD:

_____
Luther R. Myers

_____
Rebekah C. Myers

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Luther R. Myers and Rebekah C. Myers

WITNESS my hand and official stamp or seal, this ___ day of _____, 2021.

_____

Notary Public

Printed Name: _____

Acting in the County of: _____

My Commission Expires:

_____

[AFFIX NOTARIAL STAMP OR SEAL]

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease by authority duly given and effective as of the date first written above.

LANDLORD:

_____
Darrell W. Myers

_____
Katherine D. Myers

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Darrell W. Myers and Katherine D. Myers

WITNESS my hand and official stamp or seal, this ___ day of _____, 2021.

_____

Notary Public

Printed Name: _____

Acting in the County of: _____

My Commission Expires:

_____

[AFFIX NOTARIAL STAMP OR SEAL]

TENANT:

HEELSTONE DEVELOPMENT, LLC

By: _____
Justin S. Gravatt, Vice President

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Justin S. Gravatt, Vice President of Heelstone Development, LLC.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2021.

_____

Notary Public

Printed Name: _____

My Commission Expires:

_____

[AFFIX NOTARIAL STAMP OR SEAL]

Exhibit A

Memo of Lease

[Leased Premises]

Being that certain property comprised of approximately [redacted] acres located in Nicholas County, Kentucky bearing Map Number 010-00-00-008.00, as further described in Deed Book 126, Page 231 of Nicholas County Public Registry and as further depicted below:



Exhibit B

Memo of Lease

[Adjacent Property]

Being all that certain property located adjacent to the Leased Premises that is owned or controlled by Landlord.

Exhibit C

Memo of Lease

[Utility Property]

Being approximately [redacted] acres of a portion of the Leased Premises generally expected to be in the location identified by the white rectangle in the diagram below:



Exhibit C

Utility Property

Being approximately [redacted] acres of a portion of the Leased Premises generally expected to be in the location identified by the white rectangle in the diagram below:



FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made effective October 26, 2021, by and between **LUTHER R. MYERS and spouse, REBEKAH C. MYERS** and **DARRELL W. MYERS and spouse, KATHERINE D. MYERS** (collectively, the "**Landlord**") and **HEELSTONE DEVELOPMENT, LLC**, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant are sometimes referred to individually as a "**Party**" and, collectively, as the "**Parties**."

RECITALS:

WHEREAS, the Parties entered into that certain Lease Agreement dated as of September 10, 2021 (the "**Agreement**");

WHEREAS, the Parties desire to amend the Agreement as further set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The recitals are incorporated into the body of the Amendment as-if fully set forth.

2. Capitalized terms not otherwise defined in this Amendment have the meaning assigned to them in the Agreement.

3. The Agreement is amended as follows:

   a. **Section 3.1 (b)** of the Agreement is deleted in its entirety.

   b. **Section 8.3 (a)** is deleted in its entirety and restated as follows: *Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, except as may be agreed to by Tenant in writing, on, over, under or above any portion of the Property during the* ***Due Diligence Period*** *and Term. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations, and upon request by Tenant, will make available to Tenant for inspection copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction of*

4. Improvements on the Property or any Adjacent Property.Except as amended by this Amendment, all terms and conditions of the Agreement are reaffirmed and remain in full force and effect as previously written and shall be construed as one document with this Amendment. The Agreement and this Amendment contain the entire understanding and agreement of the Parties with respect to its subject matter, and supersede any prior understandings or agreements, whether written, oral or otherwise.

5. Each Party represents and warrants to the other Party that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it and (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so

6. This Amendment is governed by and construed in accordance with the laws of the State of Ohio, without reference to choice of law doctrines.

7. This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

[SEPARATE SIGNATURE PAGES ATTACHED]

SEPARATE SIGNATURE PAGE TO
FIRST AMENDMENT TO LEASE AGREEMENT

LANDLORD:

Darrell W. Myers

Darrell W. Myers

Katherine D. Myers

Katherine D. Myers

JESSICA M. BERRY
NOTARY PUBLIC
ID NO. 600660
MY COMMISSION EXPIRES
5/12/2022
STATE AT LARGE, KY.

Jessica M. Berry

SEPARATE SIGNATURE PAGE TO
FIRST AMENDMENT TO LEASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first written above.

LANDLORD:

Luther R. Myers

Luther R. Myers

Rebekah C. Myers

Rebekah C. Myers

JESSICA M. BERRY
NOTARY PUBLIC
ID NO. 600860
MY COMMISSION EXPIRES
5/12/2022
STATE AT LARGE, KY.

Jessica M. Berry

SEPARATE SIGNATURE PAGE TO
FIRST AMENDMENT TO LEASE AGREEMENT

TENANT:

HEELSTONE DEVELOPMENT, LLC

By: _____
Justin S. Gravatt, Vice President

Prepared by: _____, Licensed Kentucky Attorney
Brian Zoeller
400 W. Market St., 32nd Floor
Louisville, KY 40202

Return to: Southfork Solar, LLC
c/o Heelstone Renewable Energy
1414 Raleigh Road – Suite 210
Chapel Hill, NC 27517

STATE OF KENTUCKY)
)
COUNTY OF NICHOLAS)

MEMORANDUM OF LEASE ASSIGNMENT
(Cross Reference: Book D146, Pages 555)

THIS MEMORANDUM OF LEASE ASSIGNMENT ("*Memorandum*") is made, dated and effective the 11th day of November, 2022 by and between **HEELSTONE DEVELOPMENT, LLC**, a Delaware limited liability company (the "*Assignor*") and **SOUTHFORK SOLAR, LLC**, a Kentucky limited liability company ("*Assignee*").

RECITALS:

WHEREAS, Assignor and Luther R. Myers and spouse, Rebekah C. Myers and Darrell W. Myers and spouse, Katherine D. Myers dated September 10, 2021 (as may be amended from time-to-time, collectively, the "*Lease*") affecting property as further described therein;

WHEREAS, Assignor and Landlord provided record notice of the Lease by recording that certain Memorandum of Ground Lease in Book D146, Pages 555 of the Nicholas County Public Registry (the "*MOL*");

WHEREAS, in accordance with the applicable provisions of Lease, the Assignor has assigned and transferred all its rights in the Lease to the Assignee pursuant to an Assignment and Assumption of Lease dated October 12, 2022 (the "*Assignment*"); and

WHEREAS, the parties desire to provide record notice of the Assignment.

NOW THEREFORE, the Parties desire to reflect Assignor assigned to Assignee all the Assignor's rights, titles interests, and privileges under the Lease. Assignee hereby assumes and agrees to pay, perform, and discharge, all obligations and liabilities of Assignor under the Lease.

[SEPARATE SIGNATURE AND NOTARY PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease Assignment by authority duly given and effective as of the date first written above.

ASSIGNOR:

HEELSTONE DEVELOPMENT, LLC

By: _____
Justin S. Gravatt, President

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Justin S. Gravatt, as President of Heelstone Development, LLC. No oath or affirmation was administered to the signer with regard to the notarial act.

WITNESS my hand and official stamp or seal, this 11th day of November, 2022.

_____
Notary Public

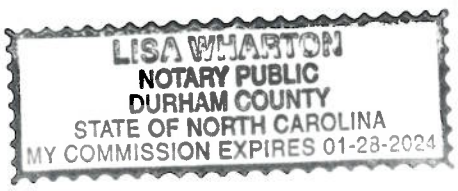
Printed Name: Lisa Wharton

Acting in the County of: Orange

My Commission Expires:

January 28, 2024

[AFFIX NOTARIAL STAMP OR SEAL]



IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease Assignment by authority duly given and effective as of the date first written above.

ASSIGNEE:

SOUTHFORK SOLAR, LLC

By:_____
Justin S. Gravatt, President

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Justin S. Gravatt, as President of Southfork Solar, LLC. No oath or affirmation was administered to the signer with regard to the notarial act.

WITNESS my hand and official stamp or seal, this 11th day of November, 2022.

_____
Notary Public

Printed Name: Lisa Wharton

Acting in the County of: Orange

My Commission Expires:

January 28, 2024

[AFFIX NOTARIAL STAMP OR SEAL]

LISA WHARTON
NOTARY PUBLIC
DURHAM COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 01-28-2024

DOCUMENT NO: 101518
RECORDED:November 18,2022 09:29:00 AM
TOTAL FEES: $46.00
COUNTY CLERK: MARTHA MOSS
DEPUTY CLERK: DEPUTY CLERK
COUNTY: NICHOLAS COUNTY
BOOK: D148 PAGES: 337 - 339

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made effective December 11, 2024, by and between **LUTHER R. MYERS and spouse, REBEKAH C. MYERS** and **DARRELL W. MYERS and spouse, KATHERINE D. MYERS**, (collectively, the "**Landlord**") and **SOUTH FORK SOLAR, LLC**, a Kentucky limited liability company ("**Tenant**"). Landlord and Tenant are sometimes referred to individually as a "**Party**" and, collectively, as the "**Parties**."

RECITALS:

WHEREAS, Heelstone Development, LLC ("**HD**") and Landlord entered into that certain Lease Agreement dated as of September 10, 2021, as amended by that certain First Amendment to Lease Agreement dated as of October 26, 2021, and as assigned by HD to Tenant pursuant to that certain Assignment and Assumption of Lease dated as of October 12, 2022 (collectively, the "**Lease**");

WHEREAS, the Parties desire to amend the Lease as further set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The recitals are incorporated into the body of the Amendment as-if fully set forth.

2. Capitalized terms not otherwise defined in this Amendment have the meaning assigned to them in the Lease.

3. The Lease is amended as follows:

   a. **Section 3.1(a)** of the Lease is deleted in its entirety and amended and restated as follows: *Tenant has seven (7) years and six (6) months to inspect the Leased Premises to determine if it is suitable for the Solar Operations (the "**Due Diligence Period**"). Prior to the end of the end of the Due Diligence Period, if Tenant determines, in Tenant's sole discretion, that the Leased Premises is not suitable, then Tenant may terminate the Lease and will not have any further obligations under this Lease (including any future milestone payments due under Section 3.2).*

   b. **Section 3.2(a)** of the Lease is deleted in its entirety and amended and restated as follows: *Tenant shall pay to Landlord a due diligence fee for the Due Diligence Period that becomes due and payable upon the following milestone schedule:*

Milestone	***Due Diligence Fee***
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]		[redacted]	

c. **Section 5.1(a)** of the Lease is deleted in its entirety and amended and restated as follows: *Tenant shall pay Landlord construction rent equal to* [redacted] *until the Placed in Service Date ("**Construction Rent**"). Construction Rent shall become due and payable upon the issuance of a building permit for the Solar Operations. Acreage for purposes of the Construction Rent shall be calculated based on the proposed acreage of the Leased Premises.*

d. **Section 5.1(b)** of the Lease is deleted in its entirety and amended and restated as follows: *Beginning on the Placed in Service Date, Tenant shall pay Landlord the greater of (i)* [redacted] *or (ii)* [redacted] *("**Rent**"). The first payment of Rent shall be due and payable within* [redacted] *of the Placed in Service Date and shall be prorated through the following* [redacted] *after the Placed in Service Date. Thereafter, Rent is payable annually on each January 15th thereafter (the "**Payment Date**"). Within* [redacted] *of the Placed in Service Date, Tenant shall (at its sole expense) obtain a survey of the Leased Premises (the "**Survey**") that shall show the boundary line of the Leased Premises depicting the Leased Premises with the final acreage. Rent shall be based on the acreage depicted in the Survey.*

e. **Section 18.18(b)** of the Lease is deleted in its entirety and amended and restated as follows: *The purchase price (the "**Purchase Price**") for the Utility Property hall be* [redacted] *Buyer purchases as determined in accordance with a survey prepared by and at the cost of Buyer. The Purchase Price shall be payable to Landlord at Closing (as defined below) in cash or by delivery of certified funds as hereinafter provided.*

4. The Parties acknowledge that all milestone payments constituting part of the Due Diligence Fee due and payable prior to the date of this Amendment have been paid in full.

5. The Parties acknowledge and agree that the Lease is in full force and effect and represents the entire agreement between the Parties in respect of the matters described therein. The Parties represent that no breach or default has occurred and is continuing under the Lease nor has any event or condition occurred that, with the giving of notice or the passage of time, would constitute a breach or default under the Lease or otherwise permit either Party to terminate the Lease. All payments or other amounts currently due from either Party under the Lease have been paid in full.

6. Each Party represents and warrants to the other Party that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it and (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so.

7. Neither Party (i) has received written notice from any governmental authority (or to such Party's knowledge, any oral notice) with respect to a condemnation or threat of condemnation of all or any portion of the Property or (ii) is bankrupt or insolvent.

8. If requested by either Party, the Parties agree to sign and record an amendment to the Memorandum of Lease.

9. This Amendment is governed by and construed in accordance with the laws of the State of Ohio, without reference to choice of law doctrines.

10. This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

11. Unless specifically modified herein, the terms and provisions of the Lease shall remain in full force and effect. To the extent of any conflict between the terms and provisions of the Lease and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail.

12. The Lease and this Amendment contain the entire understanding and agreement of the parties with respect to its subject matter, and supersede any prior understandings or agreements, whether written, oral, or otherwise.

[SEPARATE SIGNATURE PAGES ATTACHED]

SEPARATE SIGNATURE PAGE TO
SECOND AMENDMENT TO LEASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

LANDLORD:

Luther R. Myers

Rebekah C. Myers

Darrell W. Myers

Katherine D. Myers

SEPARATE SIGNATURE PAGE TO
SECOND AMENDMENT TO LEASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

TENANT:

SOUTH FORK SOLAR, LLC

By: _____
Justin Gravatt, President