

Version 12 2/24/2026

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this “Lease”) is made as of [April] 1, 2026 (the “Effective Date”), by and between the **Lexington-Fayette Urban County Government**, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the **Lexington-Fayette Urban County Government Public Facilities Corporation**, a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as “Landlord” to the portion of the Leased Premises, as defined below, owned by that entity) and **Social Impact Solar LLC**, a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 (“Tenant” “or “SIS LLC”). Social Impact Solar LLC is a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables); Edelen Renewables is the manager and majority shareholder and holds all voting rights for SIS LLC. Landlord and Tenant are each sometimes referred to in this Lease as a “Party,” and together they are sometimes referred to in this Lease as “Parties”.

1. Leased Premises.

(a) Leased Premises. Upon and subject to the terms and conditions of this Lease. Landlord leases and grants to Tenant and Tenant agrees to and does hereby lease from Landlord that real property and all present and future appurtenances, easements and rights-of-way, rights and benefits related thereon and appurtenant to parcel(s) consisting of approximately 357 acres of land in Fayette County, Kentucky, known and used as the County’s Haley Pike landfill and preliminarily described and depicted on Exhibit A¹ attached hereto (the “Leased Premises”), to have and to hold the Leased Premises and appurtenant interests to the Tenant for the Term (as defined in Section 2 hereof). Existing roadways on the landfill shall not be part of the Leased Premises but may be subject to access easements as provided in Section 3(c) to the extent necessary to access the Leased Premises, which may not be blocked or restricted by Tenant at any time. The specific legal description of the Leased Premises

¹ The acreage and legal description of the Leased Premises to be updated upon Tenant’s exercise of the Option and prior to Closing.

shall be delineated by Tenant, at Tenant's expense, in coordination with and with the approval of Landlord: provided that such approval shall not be unreasonably withheld, conditioned or delayed. Upon approval by Landlord, the specific legal description shall replace preliminary Exhibit A for the purposes of this Lease, except as it relates to the mowing and fencing responsibilities of the Tenant described in Section 3(a), below.

(b) **Exclusivity.** Landlord agrees that during the Term of this Lease, Landlord shall not lease, sell or permit the use of any portion of the Haley Pike Landfill Property by any party other than Tenant or its assignees or transferees for the purpose of the development, construction, ownership, operation or maintenance of a solar system. Landlord shall not use any portion of the Leased Premises, except as expressly provided herein and with applicable reservations to Landlord including the right to enter and use the property for periodic monitoring and environmental remedial activities, and for any activity authorized in this Lease or as required by applicable law, to the extent the same (i) does not include solar energy development or use of any facilities related to solar energy development or generation on the Leased Premises, the right to which is exclusively granted to Tenant herein, and (ii) does not affect the amount of sunlight emitted on the Property and solar facilities located thereon.

(c) **Memorandum.** It is agreed that this Lease will not be recorded in any public records. In lieu of recording this Lease for record, the Parties agree that a memorandum of this Lease in the form attached as **Exhibit B** hereto will be filed for record, at Tenant's expense, in the official records of the Fayette County Clerk's office (the "**Memorandum**"), but not until after Tenant has paid its first installment of Construction Period Rent to Landlord, and Landlord has approved the specific legal description referenced in Section 1(a), above. In the event of any conflict between the Memorandum and this Lease, the provisions of this Lease will control.

2. **Term.**

(a) **Initial Term.** The initial term of this Lease (the "**Initial Term**") shall be for a term which commences on the Effective Date (also known as the "**Lease Commencement Date**") and ends at midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, subject to the provision of Section 2(c) below relating to renewals.

(b) **Construction Period; Operating Period.** The “**Construction Period**” shall run from the Effective Date until the earlier of (i) the Commercial Operation Date, or two (2) years from the Effective Date unless extended by a Force Majeure event. Notwithstanding anything to the contrary contained herein, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or for no reason whatsoever, without penalty, by providing ten (10) business days’ written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which Tenant provides Landlord with written notice that the Project has achieved commercial operation, which shall occur before December 31, 2029 in order to comply with the Safe Harbor requirements issued by the US Treasury. Any extension of the Safe Harbor by the US Treasury shall not extend the Commercial Operation Date, unless otherwise authorized by the Landlord, at its sole discretion. Failure of Tenant to achieve commercial operation, as determined by Landlord in its sole discretion, by December 31, 2029, shall permit the Landlord to terminate this Lease without penalty. The “**Operating Period**” shall run from the Commercial Operation Date until the end of the Term or earlier termination in accordance with this Lease.

(c) **Renewal Terms.** So long as no uncured Event of Default exists, Tenant may elect to renew this Lease for up to two (2) additional successive seven (7) year terms (each a “**Renewal Term**”) exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable. Tenant’s lease of the Leased Premises during any Renewal Term shall be on the same terms and conditions as applicable to this Lease during the immediately preceding term of this Lease.

(d) **Term and Lease Year Defined.** This Lease shall be in effect commencing on the Effective Date. As used herein, “**Term**” means the period of time consisting of the Initial Term, and if timely exercised by Tenant hereunder, any applicable Renewal Term. The term “**Lease Year**” means any twelve (12) month period of time beginning at midnight (prevailing Eastern time) on the Commercial Operation Date or an anniversary of the Commercial Operation Date and ending at midnight (prevailing Eastern time) on the next ensuing anniversary of the Commercial Operation Date.

3. **Tenant's Use of the Leased Premises.**

(a) **Use by Tenant.** Tenant shall continually for the life of this Lease, use and occupy the Leased Premises for the following purposes only (each a "**Permitted Use**"): the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system ("**Solar**") and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system upon the reasonable approval of Landlord, which cannot be unreasonably withheld, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the "**Project**"). Tenant shall not have the right to trim or remove any tree or vegetation on Leased Premises or any easement without the written approval of Landlord. Landlord may require replacement of lost tree canopy at Tenant's expense as part of any necessary approval. Tenant shall, at its sole expense, obtain, maintain and comply with all governmental permits, licenses and orders of any kind, affecting construction of Tenant's Improvements, Tenant's Operations and use of the Leased Premises and the Decommissioning of Tenant's Facilities at the end of this Lease or any renewal term. Tenant shall not occupy nor use all or any part of the Leased Premises for any unlawful purpose, and Tenant may not use or occupy all or any part of the Leased Premises for any use other than the Permitted Use without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Tenant shall fence the entirety of Area's E and B, including the non-leased portions thereof, as depicted in preliminary Exhibit A, at its sole expense. Fencing shall not be placed across the capped landfill, and the location of any fencing required herein shall be approved by the Landlord before installation. Tenant also agrees to mow the non-leased portion of Area B, as depicted in preliminary Exhibit A, at its sole expense. This area shall also be included in Tenant's Land Management Plan required in Section 11(f).

(b) **Land Use.** In the event that either Landlord or Tenant receives a written notice from a Governmental Authority (defined below) of a proposed change in code, zoning or new zoning of the Leased Premises or any other limitation or modification of the Permitted Use of the Leased Premises as of the Effective Date, it shall promptly provide written notice to the other of said proposition. Landlord and Tenant agree to

cooperate with the other in maintaining the land use entitlements applicable to the Project and/or the Leased Premises as of the Effective Date. The term “**Governmental Authority**” or “**Governmental Authorities**” means any federal, State of Kentucky, the Kentucky State Board on Electric Generation and Transmission Siting (“Kentucky Siting Board”), or any department, agency, bureau, planning commission, fire department or other similar type body with jurisdiction over the Project and/or Leased Premises and obtaining authority therefrom or created pursuant to any Applicable Laws (defined below). The term “**Applicable Laws**” means all statutes, ordinances, codes, rules, regulations, orders, directives and requirements of any Governmental Authority, including, without limitation, Environmental Laws (as hereinafter defined), applicable to this Lease, the Leased Premises, Landlord or Tenant in the particular instance, event, circumstance, status or situation in which the term is used (an in the case of Landlord’s ordinances and regulations, not inconsistent with this Lease).

(c) **Easements; Encumbrances; Mineral Rights.**

(i) *Easement Areas.* Landlord hereby grants to Tenant the access Easements and transmission easements described in **Exhibit C**, if any, for a period coterminous with this Lease and may, upon Tenant’s request, be memorialized in a separate easement agreement to be negotiated by Landlord and Tenant in good faith and entered into on commercially reasonable terms. Landlord will reasonably assist Tenant in obtaining any necessary access, transmission, or temporary easements required to construct, maintain, or operate the project on property not owned by Landlord. Failure of Tenant to obtain any necessary easements on property not owned by Landlord shall not be considered breach of the Lease by Landlord.

(A) Access Easements are non-exclusive, appurtenant easements to access the Leased Premises and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord’s affiliate.

(B) Transmission Easements are non-exclusive, appurtenant easements for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission or distribution lines and a line or line of poles or towers, together with such wires and cables and communications lines as from time to time are suspended

therefrom, and/or underground wires or cables, for the transmission and distribution of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with such towers, wires or cables, in each case upon, through, over, across and/or under, as applicable, the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate, but only in such locations and manner as do not interfere with other existing users, structures, wires and cables.

(C) Such easement areas, if any, (A) shall not be included in the calculation of the acreage of the Leased Premises, (B) shall not render Landlord's remaining Property that is not under Lease unusable, and (C) no additional Rent shall be paid by Tenant for the use of such easement areas. The Easements, if any, shall run with the Property and the Leased Premises for the term of this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any current uses of the easement areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. If Tenant determines in its reasonable discretion that any additional easements across the Property or for the benefit of the Project are necessary to effectuate the purpose and intent of this Lease, Landlord and Tenant shall negotiate in good faith an amendment to this Lease or a separate agreement entered into on commercially reasonable terms. This Section 3(c)(i) shall not require Landlord to provide Easements on property already leased by Landlord to a third party.

(ii) Temporary Easement. Landlord may at their reasonable discretion grant upon request to the Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on the Property and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate to be used for temporary (A) storage and staging of tools, materials and equipment; (B) construction laydown; (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for rigging and material handling; and (E) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project; provided, however, that the quantity of acreage and location of all such temporary easements shall not interfere with Landlord's ongoing landfill operations and obligations, and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of construction of

the Tenant Improvements, Tenant shall clean up and restore, at its expense, any area disturbed to its previous condition pre-disturbance. This Section 3(c)(ii) shall not require Landlord to provide temporary easements on property already leased by Landlord to a third party.

(iii) Encumbrances. Tenant shall keep the Property free and clear of any and all mortgages, deeds of trust, mechanic's and materialmen's liens and all other liens, security interests, pledges, conditional sale contracts, claims (legal or equitable), rights of first refusal, options, charges, liabilities, obligations, easements, rights-of-way, limitations, reservations, restrictions and other encumbrances of any kind, including, without limitation, liens or claims arising out of, or alleged to arise out of, the operations or activities of Tenant, or any Tenant Party (as hereinafter defined), on the Property (collectively, "**Encumbrances**"). In the event any such lien or claim is filed against Tenant or the Property by anyone claiming by, through or under Tenant, Tenant shall cause the same to be released and discharged (whether through payment or through bonding over in accordance with Applicable Laws and in a manner satisfactory to Landlord) from the Property to the satisfaction of Landlord within twenty (20) days of the filing thereof and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims (as hereinafter defined) that Landlord may incur, resulting directly or indirectly, wholly or partly, from the filing of such lien or claim.

(iv) Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements (as defined in Section 11 hereof) situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly

provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the “**Leasehold Mortgage**”).

(v) Mineral Rights. Landlord retains and reserves all subsurface oil, methane and natural gas, other minerals and other natural resources in, on, under or that may be produced from the Leased Premises, subject to the surface rights waiver included in this provision (collectively, “**Mineral Rights**”).

To the best of Landlord’s knowledge, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit D (a title abstract prepared by Kentucky attorney familiar with the area, but not warranted by Landlord or the various individual members thereof).

Landlord hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and optionees of any rights, title, or interest in or to the Mineral Rights reserved by Landlord or other mineral rights underlying the Leased Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the Landlord or grantee, as applicable) to refrain from any activity during the Lease Term or any Renewal Term beyond existing methane gas venting and capture of same for sale on or under the surface of the Leased Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the Mineral Rights or any use, occupancy or placement of any fixtures, equipment, buildings or other structures upon the Leased Premises related thereto. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Landlord during the Term hereof. The parties hereto agree that Tenant reserves the right to specifically enforce this Section 3(c)(v), including by means of injunctive relief, or other relief to cause any owner or holder of Mineral Rights to perform under this Section 3(c)(v).

To the extent Landlord, its predecessor, or any other owner or holder of Mineral Rights has leased or conveyed the Mineral Rights and such leases and conveyances are still in effect, Landlord shall cooperate with

Tenant in obtaining a waiver of the surface rights from such Mineral Rights owner or lessee, or other curative documentation (collectively, the “**Mineral Rights Waiver**”).

(d) **Community Benefits Plan Contingency** This lease is contingent on the Tenant establishing and maintaining a Community Benefits Agreement for a term of no less than 20 years with Lexington-Fayette Urban County Government or a Landlord approved Community-Based Organization. Failure to do so before commencement of the Operating Period shall result in an Event of Default (as defined in Section 18) by Tenant, unless an extension is provided by Landlord at its sole and absolute discretion.

(i) The agreement will be funded per annum at a minimum rate of \$250/MWdc escalating at a rate of 2% per annum. The overall MW DC size of the Project (and therefore the applicable multiplier for community benefit funding) shall be calculated at the final design capacity for the construction period and adjusted as the final built capacity is determined as defined by capacity availability studies by the utility. If an extension of landfill monitoring is required by Kentucky Division of Waste Management, for which Tenant shall be solely responsible for the cost of the third-party monitoring as required by Section 10(b)(iv), the minimum rate of the plan shall be reduced to no less than \$125/MWdc.

4. **Industrial Revenue Bond.** The Tenant will pursue separately an Industrial Revenue Bond via the Economic Development Investment Board and the Urban County Council. Any Payments in Lieu of Taxes Agreements shall be negotiated at the time the Industrial Revenue Bond is negotiated. The terms of any Payment in Lieu of Taxes Agreements shall not be bound in any way by the terms proposed in Tenant’s response, dated 9/24/2025 included as part of Exhibit E.

5. **Rent.**

(a) **Rent.**

(i) **Construction Period Rent.** During the Construction Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Construction Period Rent**”) payable in advance in twelve (12) equal consecutive monthly installments on the fifth (5th) business day of each calendar month of the Construction Period; provided, that (A) the first payment of the Construction Period Rent shall be payable on the Effective Date prorated to the end of the first month of the Construction Period, and (B)

the final payment of Construction Rent shall be prorated through the Commercial Operation Date, or such earlier date if the last day of the Construction Period is other than the Commercial Operation Date.

- *Operating Period Rent.* During the Operating Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Operating Period Rent**”) payable in advance annually or in twelve (12) equal consecutive monthly installments, on the fifth (5th) business day of each calendar month of the Operating Period. If the (i) first day of the Operating Period is other than the first day of the calendar month, and/or (ii) the last day of the Operating Period is other than the last day of the calendar month, in each case, Operating Rent for such calendar month of the Operating Period shall be prorated for the number of days in the Operating Period. Operating Period Rent for each Lease Year will increase by the greater of the two calculations:

- 101.4% of the immediately preceding Lease Year Rent, or
- 100% + average percentage change of all Public Service Commission annual Large Qualifying Facility Tariff for the preceding seven (7) year period, as calculated when the next seven-year tariff is applied to the project (i.e., upon publication of a new LQF Tariff) As an example, if in 2034 a new seven-year LQF tariff is introduced, Tenant will calculate if the new tariff yields an increase greater than an average of 1.4% per year, as opposed to tariff previously in effect. The “current tariff” is defined as the tariff that is in effect at the time that the Power Purchase Agreement is signed.

(b) **Place of Payment of Rent.** Landlord’s Division of Revenue will provide detailed instructions upon execution of the lease for electronic payment processing.

6. **Statutory Fees and Assessment based on Tenant improvements and Operations**

(a) **Water Quality Management Fee (“WQMF”).** Tenant shall be liable for all required WQMF that may be due as a result of Tenant Improvements and Tenant Operations on the Leased Premises as determined by applicable ordinances, including Sections 16-401 through 16-410. Tenant shall establish a LexServ

account for processing payment of the WQMF. Nothing contained herein shall act as a prohibition on the Tenant's right to appeal as provided in Section 16-407.

(b) **Any other Fee or Assessment based on Tenant improvement or Tenant Operations.**

Tenant is solely responsible for any other fees or assessments that result from Tenant improvements or Tenant Operations.

7. **Taxes.**

(a) Personal Property Taxes; Other Taxes. To the extent applicable, Tenant shall be liable for all taxes levied against the Tenant Improvements or personal property and trade fixtures owned or placed by Tenant on the Leased Premises. Tenant shall pay all applicable occupational license fees owed pursuant Chapter 13 of the Lexington-Fayette Urban County Code of Ordinances and no reduction may be obtained through a Payment in Lieu of Taxes Agreement. If applicable, Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax 1) owed by Landlord and 2) related to a change in ownership of the Property, that is imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any other similar tax.

(b) Real Estate Taxes. To the extent applicable, from and after the Lease Commencement Date, Tenant shall pay all real estate taxes and assessments levied upon the Leased Premises when due each year of this Lease to the extent applicable to the actual leased acreage and Tenant Improvements. Tenant shall have the right to initiate proceedings to replat the Leased Premises as a separate parcel to allow the Leased Premises to be separately assessed for real estate tax purposes. Landlord agrees to fully cooperate with Tenant in the replatting process for the Leased Premises and to execute and deliver any necessary documents or instruments required to effectuate such replatting. The costs of any such replatting shall be paid by Tenant. Tenant shall pay all taxes and assessments directly to the taxing authority as the same become due and payable.

(c) Contest of Taxes. Tenant, at its own cost and expense, may, if it in good faith so desires, contest by appropriate proceedings the amount of any personal or real property tax. Tenant may, if it desires, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. Tenant shall have the right to contest the amount of any such tax and shall have

the right to withhold payment of any such tax, if permitted under the statute under which Tenant is contesting such tax.

(d) Payment of Ordinary Assessments and PILOT. Tenant shall pay all fees and assessments, including any Payments In Lieu of Taxes, and any WQMFs, ordinary and extraordinary, attributable to or against the Leased Premises when due. Tenant may take the benefit of any law allowing assessments to be paid in installments and, in such event, Tenant shall only be liable for such installments of assessments due during the term hereof.

(e) Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the Term of this Lease, the present method of taxation or assessment of real estate is changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes, assessments, levies, impositions, or charges.

8. Condition, Utilities, Access and Storage on the Leased Premises.

(a) As Is Condition. Tenant accepts the Leased Premises “AS IS, WITH ALL KNOWN AND DISCLOSED FAULTS” – including actual knowledge that same has been and will continue to be a municipal landfill requiring periodic monitoring and environmental remedial activity – and without any warranty or representation by Landlord of any kind, including, without limitation, compliance or non-compliance with any Applicable Laws or fitness for any use or purpose. Tenant acknowledges it has been given reasonable access to the Leased Premises to allow it to satisfy itself as to the condition of the Leased Premises. Except as otherwise provided herein, Landlord has no obligation beyond its municipal landfill responsibilities – to repair, replace or maintain any part of the Leased Premises, or to repair, replace or remove debris resulting from storm damage on the Leased Premises or to Tenant’s Improvements or Facilities. Notwithstanding the foregoing, Landlord shall

repair and pay for any damage to the Leased Premises caused by the negligence of Landlord or any of its employees, guests, invitees, contractors or agents.

(b) **Utilities.** Tenant shall be solely responsible for the payment of any fees or charges by applicable governmental jurisdictions or utility providers related to its development and use of the Leased Premises. All utilities serving the Leased Premises shall be separately metered or sub-metered and the installation of said meters or sub-meters will be at Tenant's expense. Tenant shall pay all charges associated with the commencement of utility services at the Leased Premises and ongoing utility usage, as well as arrange for the termination of all utilities at the end of the Term unless otherwise requested in writing by Landlord.

(c) **Electrical Utility Service** The Property currently has electrical utility service access available from both Kentucky Utilities and Clark Energy Cooperative.

(d) **Water Service** The leased property currently does not have water service available. The Haley Pike Landfill site does have a shared limited water supply that can be made available on a cost for consumption basis, at cost. If the existing water service is deemed insufficient to meet the Tenants needs, costs shall be split evenly with the Tenant to upgrade the water service to meet the Tenant's needs. This is limited to only minimum infrastructure needed to provide service to the nearest point of the leased parcel. Any addition infrastructure needed on the parcel will be at the Tenant's sole cost.

(e) **Sewer Service** There is no public sanitary sewer service available. Any proposed Sanitary Sewer or Septic System are subject to review and approval by the Landlord and must be constructed and operated according to all applicable statutes and regulations. Temporary or Portable restrooms are permitted and must comply with all applicable statutes, regulations, and kept in a clean and serviceable condition. Any addition infrastructure, or temporary or portable restrooms, needed on the parcel will be at the Tenant's sole cost.

9. Insurance.

(a) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of insurance on the Tenant Improvements (as defined in Section 11) against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable

discretion or as may otherwise be required by any Leasehold Mortgagee. Notwithstanding the foregoing, Tenant shall maintain all insurance required by Exhibit E, with limits of liability coverage as provided in Exhibit E.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of commercial general liability insurance insuring Tenant and Landlord and Leasehold Mortgagee as additional insureds, against liability for bodily injury, death and property damage occurring upon or in the Leased Premises or as a result of the presence or operation of the Tenant Improvements, with limits of liability coverage as provided in Exhibit E.

(c) Landlord and Tenant each hereby waives any right of recovery against the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Leased Premises, the Tenant Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such Party. Each Party shall cause insurance policies relating to this Lease, the Property, the Leased Premises or the Tenant Improvements to provide that such insurers waive all right of recovery by way of subrogation against the other Party in connection with any claim, loss or damage covered by such policies.

(d) Landlord shall not interfere with Tenant's adjustment to loss under any insurance policy.

(e) This Section 9 shall survive the expiration or earlier termination of this Lease until such time as the applicable statute of limitations for all claims which are covered by the aforementioned insurance expires.

10. Compliance with Laws.

(a) **General Compliance with Laws.** Tenant, at its expense, shall comply with all Applicable Laws relating to Tenant's use of and its operations at the Leased Premises. Tenant shall have the right to contest, by appropriate legal proceedings, in the name of Tenant, the validity or applicability of any Applicable Laws. and Landlord shall, at no cost to Landlord, cooperate reasonably with Tenant in connection with such contest, including, without limitation, signing such affidavits and certifications as may be requested by Tenant and giving testimony at depositions, hearings or trials with respect to such contest. Notwithstanding anything else contained

herein to the contrary, Tenant shall comply with all requirements contained in KRS 278.710(3) and any grant of certificate of construction by the Kentucky Siting Board.

(b) **Environmental Law.**

(i) Landlord shall continue to be the owner and operator of the entire Haley Pike landfill, including those areas within the boundaries of the Leased Premises. Landlord shall be solely responsible for all required monitoring, inspection, repairs and other activities relating to existing monitoring wells, outfalls, methane vents, leachate manholes, groundwater and storm/surface water, and other requirements now or hereafter imposed by Applicable Laws or written actions of the Kentucky Division of Waste Management.

(ii) **Background; Closure and Post-Closure Framework.** The Parties acknowledge that portions of the Leased Premises are located on or adjacent to a municipal solid waste landfill (the "Landfill") that is or has been subject to closure and post-closure care and use restrictions, including a final cover/cap system and related methane, leachate, groundwater and storm/surface water management systems (collectively, the "Landfill Systems"). For purposes of this Section 10(b), "Closure/Post-Closure Requirements" means the closure plan, post-closure plan, operation and maintenance requirements, institutional controls, permits, approvals, and written directives issued by any Governmental Authority with jurisdiction over the Landfill, including the Kentucky Division of Waste Management (or its successor), as each may be amended from time to time. Tenant shall design, construct, operate, maintain, and decommission the Project so as to avoid material impairment of the integrity, stability, and performance of the cap and other Landfill Systems and to avoid interfering with Landlord's performance of the Closure/Post-Closure Requirements.

(iii) **Landlord Environmental Disclosures and Limited Representations.** To the best of Landlord's knowledge, and subject to Section 8 (As Is; no warranty except as expressly stated), Landlord represents and warrants that: (A) Landlord is the owner and operator responsible for the Closure/Post-Closure Requirements for the Landfill, including the monitoring, inspection, maintenance and corrective actions required by applicable permits and approvals; (B) Landlord has provided or will provide Tenant, upon request and to the extent in Landlord's possession and reasonably available, copies of material documents relating to the Closure/Post-Closure Requirements that are necessary for Tenant's reasonable design and construction planning,

including available cap design/record drawings, post-closure plans, relevant permits/approvals, and the most recent available monitoring and reporting summaries; (C) Landlord has not received written notice of a material violation of the Closure/Post-Closure Requirements that is specifically attributable to Tenant's activities (if any) on the Leased Premises; and (D) Landlord will not authorize any new landfill-related construction, excavation, or material modification within the Leased Premises that would reasonably be expected to materially interfere with the Project, without first providing Tenant prior written notice and a reasonable opportunity to coordinate sequencing, access, and safety measures. Except as expressly set forth above, Landlord makes no representation or warranty regarding the presence, absence, or extent of Contaminants in, on, or under the Leased Premises.

(iv) **Extension of Landfill monitoring** If Kentucky Division of Waste Management determines that due to the Project and/or Tenants actions an extension of the post closure monitoring period is required. The Tenant shall be solely responsible for the cost of the third-party monitoring for the additional required time and shall pay such cost within thirty (30) days of request by Landlord.

(v) **Landlord Access to Leased Premises and Approval of Location of Tenant's Improvements**. In order for Landlord to fully perform all of its responsibilities as owner and operator the Haley Pike landfill, and in the process, protect Tenant from inconvenience and expense, Landlord has disclosed to Tenant, and Tenant acknowledges that the number and location of all monitoring wells, outfalls, leachate manholes, methane vents, and drains have been disclosed to Tenant, and Tenant will, during the Lease Term and any renewal term allow Landlord, its employees, contractors or agents free and unfettered access by qualified personnel that meet all required training requirements to enter onto or dwell on the leased property ("Landlord Qualified Personnel") at all reasonable times to any and all of said locations and area for the purposes of monitoring, inspecting, repairing as part of Landlord's environmental compliance obligations. Further, Tenant agrees to disclose to Landlord in advance of any construction its proposed location of all solar panel arrays and other physical improvements to assure that Tenant Improvements will not interfere with any of Landlord's existing environmental monitoring and service areas so identified.

(vi) **Required Training**. Tenant shall be required at its expense to provide all training Tenant may require for entering the Project or Leased Areas that exceeds Landlord's existing training. Landlord

shall inform Tenant of Landlord's existing training for each Landlord Qualified Personnel whom Landlord desires to enter the Project or Leased Areas. Landlord and Tenant shall cooperate to ensure that Landlord Qualified Personnel receive all Required Training in within a reasonable timeframe. Any additional personal protective equipment required by Tenant shall be provided to Landlord Qualified Personnel at Tenant's expense.

(vii) **Environmental Responsibility; Landfill-Specific Allocation.** In the event any material Landlord Environmental Disclosure or Limited Representation proves to be incorrect and results in action or expenditure of funds to comply with Applicable Laws or governmental orders, Landlord shall be solely responsible for such performance. Nothing in this Lease transfers Landlord's regulatory status as owner/operator of the Landfill to Tenant, and nothing in this Lease obligates Tenant to perform Landlord's Closure/Post-Closure Requirements except to the extent expressly provided herein (including reimbursement obligations for incremental costs caused by Tenant).

(viii) **Tenant Environmental Representations and Covenants.** Tenant represents and warrants that Tenant and the Tenant Parties will: (A) not cause a Discharge of Contaminants at, on, under, or from the Leased Premises; (B) not bring onto the Leased Premises any Contaminants except in commercially reasonable quantities customarily used in the construction, operation, and maintenance of solar facilities (e.g., fuels, lubricants, cleaning agents) and then only in compliance with Applicable Laws, in sealed containers, and with secondary containment where appropriate; (C) implement spill prevention, response, and reporting procedures consistent with Applicable Laws and good industry practice; and (D) comply with all Environmental Laws to the extent, and only to the extent, triggered by an act or omission of Tenant or any Tenant Party, as set forth in Section 10(b)(viii).

(ix) **Triggered Environmental Law.** Tenant, at its expense, shall comply with all Applicable Laws relating to pollution, protection of the environment or regulating the use, storage, transportation or disposal of Contaminants not already residing in the landfill (hereinafter defined), and including without limitation, those listed in Section 10(b)(xi)(A) below, the regulations promulgated thereunder and any amending and successor legislation and regulations, now or hereafter existing ("**Environmental Laws**") related to Tenant's use of the Leased Premises, to the extent, and only to the extent, that the applicability of the Environmental Laws

is triggered by an act or omission of Tenant or its affiliates, officers, directors, partners, members, employees, agents, contractors, guests, licensees, sublicensees, invitees or any other party that tenant controls or exercises control over, and their respective successors and assigns (collectively, "**Tenant Parties**"). Tenant, at its expense, shall make all submissions to provide all information to and comply with all requirements of all Governmental Authorities with powers to enforce any Environmental Laws. Notwithstanding anything to the contrary, in no event shall Tenant have any obligation to undertake any environmental investigation or remediation of any Contaminants, unless such Contaminants were Discharged (hereinafter defined) by Tenant or any Tenant Party.

(x) **Notice of Meetings.** Each Party shall be notified of all meetings by a Party or such Party's representatives with any Governmental Authority relating to an Environmental Laws action against Tenant or the Leased Premises and shall have the right to attend and participate in all such meetings.

(xi) **Interpretation and Definitions.**

(A) **Contaminants.** The term "**Contaminants**" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, 42 U.S.C. § 9601 et seq., the Water Pollution and Control Act, as amended from time to time, 33 U.S.C. § 1251 *et seq.*; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any Applicable Laws, including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(B) **Discharge.** The term "**Discharge**" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Leased Premises, regardless of whether the result of an intentional or unintentional action or omission.

(c) **Survival.** This Section 10 shall survive the expiration or earlier termination of this Lease and enforcement hereof may be effective in any manner authorized by Applicable Laws.

11. Tenant Improvements and Tenant Personal Property.

(a) **Construction of Tenant Improvements.** Tenant may, but is under no obligation to, install at Tenant's cost on the Leased Premises the tenant improvements that constitute the Project and related services and equipment. Said services and equipment shall include but not be limited to, photovoltaic modules, racking, trackers, switchgear, wiring, battery energy storage system, and all other material equipment, facilities, and improvements reasonably necessary for the ownership, operation, and maintenance of the Project (collectively, "**Tenant Improvements**"). Tenant agrees to perform all required due diligence in the design and construction of improvements. Tenant understands and agrees that no penetrations are permitted on the capped cells. All improvements on the capped cells must utilize ballast or above grade spread footings. Any damage to or failure of the cap as a result of the Tenant Improvements or activities shall be repaired at the Tenants cost. All improvements on the remainder of the Premises must utilize ballast or above grade spread footings, unless determined to be non-financeable or technically infeasible as determined by Tenant and its Investors. Without limiting the requirements of this Section 11, Tenant agrees to minimize the impact to the soils of the Premises caused by installation or removal of the Tenant Improvements to the maximum extent practicable, as per Section 11(h). The Parties agree that the Tenant Improvements are hereby severed by agreement and intention of the Parties and shall be severed from the Property, and shall be considered with respect to the interests of the Parties as the exclusive property of the Tenant or a Leasehold Mortgagee or other Financing Party designated by the Tenant, and, even though attached or affixed to or installed upon the Leased Premises, shall not be considered fixtures or a part of the Property and shall not be subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord shall be prohibited from entering into a mortgage or encumbering the property in any way where the Tenant Improvements, Environmental Attributes and/or Tax Benefits (each as defined in Section 11(b) below) are used as collateral. Landlord waives any rights it may have under the laws of any state wherein the Leased Premises are located arising under this Lease or otherwise to any lien upon, or any other interest in, any item constituting part of the Project or any other equipment or other Tenant.

(b) Improvements. The Parties further agree that all Environmental Attributes (defined below) and Tax Benefits (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or deemed part of, or fixture to, the Leased Premises. The Project and Tenant Improvements shall at all times retain the legal status of personal property under the law in the State where the Leased Premises is located. “**Environmental Attributes**” mean, without limitation, carbon trading credits, renewable energy credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or similar products applicable to the Project and the Tenant Improvements. “**Tax Benefits**” mean, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits, production tax credits and subsidies applicable to the Project and the Tenant Improvements.

(c) Permitted Uses. The Tenant Improvements shall, at all times, be used for the Permitted Use, and for no other purposes.

(d) Maintenance. Tenant, at its sole costs and expense, shall operate and maintain the Project and the Tenant Improvements throughout the Term, including without limitation, making all necessary repairs and replacements to the Project and the Tenant Improvements, as determined by Tenant in its reasonable discretion. Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense and pursuant to Sections 11(e) and (g), to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Project and the Tenant Improvements; and (ii) demolish and remove the Project or any other Tenant Improvements hereafter located on the Leased Premises.

(e) Alterations. Tenant may, at any time and from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, except as necessary pursuant to existing federal, state, or local laws, construct the Project and the Tenant Improvements, and make changes, alterations or modifications to the Project and the Tenant improvements (collectively, “**Alterations**”) including, but not limited to demolition, removal and/or reconstruction of the Tenant Improvements, or any part thereof; provided, however, that such Alterations shall comply with all Applicable Laws.

(f) Land Management Plan. Prior to initiation of construction the Tenant shall provide a Land Management Plan that includes at a minimum the following: Documentation of baseline site conditions.

design development plans, landscape disturbance plan (if applicable), erosion control plan, and vegetation management plan. The plan shall cover construction and operation periods and be updated every five (5) years.

(g) **Performance and Decommissioning Bonds.** Tenant has posted a Seven Hundred Fifty Thousand Dollar (\$750,000.00) Performance Bond, which shall remain in effect during all terms of the Lease. Additionally, Tenant shall post a Decommissioning Bond at a minimum amount of \$0.045/WDC generated by the Project, with any additional as advised by Kentucky Public Service Commission, Kentucky Energy and Environment Cabinet and/or the Kentucky Siting Board and as agreed upon between Tenant and LFUCG, prior to initiation of any construction activities. By means of example, the Project is currently estimated to be approximately 67.4 MWDC which would result in a Decommissioning Bond of approximately \$3 million. Any Decommissioning Bond or security shall not be released until Restoration of the Leased Premises is satisfactorily completed, as evidenced by either Landlord's written acceptance or a certificate of completion by a civil engineer. This subsection shall survive the expiration or earlier termination of this Lease.

(h) **Removal of Tenant Improvements and Personal Property.** Tenant at its sole expense shall remove, within six months following the expiration of the Term or the earlier termination of this Lease, unless extended by a Force Majeure event (such period being referred to herein as the "**Decommissioning Period**"), and after thirty-five (35) days written notice to Landlord, any or all of the Tenant Improvements above 3' below grade, as mutually agreed. Tenant will honor any request by the Landlord to reappropriate any equipment or improvements that the Landlord expresses interest in owning at the end of the lease. Landlord may within thirty (30) days after Tenant's notice request that nonproprietary ordinary improvements to the Leased Premises such as interior roads, driveway aprons, bridges, fences, gates, poles and power lines – i.e., not incorporating any proprietary information or technology owned by or licensed to Tenant – be left and remain in place as to which Tenant's consent shall not be unreasonably withheld. Tenant shall repair any damage, infill the Leased Premises and otherwise restore the Leased Premises at Tenant's sole cost to the reasonably similar condition that existed as of the Lease Commencement Date. Any Tenant Improvements left on the Leased Premises pursuant to this section shall automatically become Landlord's property on an AS-IS, no warranty basis without cost to Landlord. All unattached and moveable partitions, trade fixtures, moveable equipment or furniture located in the Leased Premises

and acquired by or for the account of Tenant, which can be removed without structural damage to the Tenant Improvements, any electronic, phone and data cabling in the Leased Premises, and all personality brought into the Leased Premises by Tenant (collectively, “**Tenant Personal Property**”) shall be owned and insured by Tenant and shall be removed by Tenant within one hundred and twenty (120) days following the expiration of the Term or the earlier termination of this Lease. This subsection shall survive the expiration or earlier termination of this Lease.

12. Fire and Other Casualty Affecting the Leased Premises.

(a) **Notice of Casualty by Tenant.** If the Tenant Improvements are damaged or destroyed by any peril, including, but not limited to, fire, windstorm or any other casualty (each such occurrence, a “**Casualty**”), at any time, whether or not covered by the insurance provided by Landlord or Tenant under this Lease, Tenant shall give prompt notice thereof to Landlord, and this Lease shall continue in full force and effect unless otherwise provided in this Lease.

(b) **No Restoration by Landlord; No Landlord Right to Tenant Insurance Proceeds.** If during the Term any Casualty occurs that damages the Leased Premises, Landlord shall not be required to rebuild any Tenant Improvements or make any repairs or replacements of any nature or description to the Tenant Improvements or the Leased Premises. The Rent payable hereunder shall be reduced during any period of casualty damage, restoration, rebuilding, repairs or replacements of any kind, in proportion to the value of the Tenant Improvements which have been damaged by the Casualty to the value of the Project. Landlord shall have no right to any Casualty insurance proceeds payable to Tenant to restore the Leased Premises (or for any other purpose), and, for the avoidance of doubt, Landlord shall not be responsible for any deficiency if Casualty proceeds payable to Tenant are insufficient to restore the Tenant Improvements.

(c) **Right to Terminate.** Notwithstanding anything contained in this Section 12 to the contrary, if, at any point during the Term as reasonably determined by Tenant, (i) all or a substantial part of the Tenant Improvements are rendered unusable by a Casualty or (ii) restoration of the Tenant Improvements substantially to the prior use and character of said Tenant Improvements is made uneconomic or is prohibited by Applicable Laws, then Tenant may elect to terminate this Lease by giving a written notice to Landlord not later

than ninety (90) days following the Casualty that caused said damage and, upon Tenant's election, to terminate the Lease, subject to payment of Rent [or as adjusted under Section 12(b)] through the termination date. The Term shall expire on the ninetieth (90th) day after notice of such election, and Tenant shall vacate the Leased Premises and surrender the same to Landlord subject to and in accordance with provisions of this Lease applicable upon expiration of the Term or the earlier termination of this Lease. Early termination by Tenant shall not entitle Tenant to refund of any Partial Prepayment of Rent. Tenant shall have no right to early termination of the Lease under this Section 12(c) for reasons unrelated to a Casualty.

13. Assignment/Change in Management. (a) This Lease may not be assigned, in whole or in part, by Tenant, except with the prior written consent of Landlord, which may be provided in Landlord's absolute discretion: conditioned or delayed; provided, that Tenant shall, upon written notice to Landlord, have the unrestricted right to assign this Lease without Landlord's consent to (i) an affiliate of Tenant; (ii) an affiliate of Tenant's Project development partner or investor; (iii) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any affiliated party; or (iv) to a successor entity in a merger or acquisition transaction; of equal or better creditworthiness as Tenant, as determined by Landlord; or (v) to a previously identified Leasehold Mortgagee, lender, tax equity partner, sponsor equity provider, or other financial counterparty ("**Financing Party**") as collateral security, or any successor by means of foreclosure, deed in lieu of foreclosure, purchase by Leasehold Mortgagee or in connection with a subsequent transfer by Leasehold Mortgagee. Except in the case of any collateral assignment of this Lease by Tenant to any Financing Party, any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations of Tenant under this Lease; provided, that the assignee assumes all of the obligations of Tenant under this Lease. Landlord may not assign this Lease, or convey, assign or otherwise transfer its right, title or interest in, to or with respect to the Property or the Leased Premises, in whole or in part, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) The Tenant's business organization shall not undertake a change in majority ownership, management, or control which would have a materially adverse effect on the ability of Tenant to perform its obligations under this Lease, including, without limitation, any payments required under the Lease or Community Benefit Agreement, maintenance and repair obligations, insurance and indemnity obligations, and observance of

any non-monetary covenants contained in the Lease. Tenant shall provide written notification no less than sixty (60) days prior to the effective date of any change in majority ownership, management, or control.

(c) In the case of any assignment or change described in subsections (a) or (b), each successor or assign shall be bound by all terms and conditions in the forthcoming Community Benefit Agreement, this Ground Lease Agreement, any other executed agreement made pursuant to this Ground Lease Agreement, and all formal representations made by Tenant.

14. Signs. Tenant shall have the right to place and maintain signs identifying the Leased Premises as occupied by Tenant and directional and informative signage concerning the Leased Premises and its features, characteristics and conditions. All signs of Tenant at the Leased Premises shall conform with Applicable Laws. Tenant may remove or relocate any or all of Tenant's signs during the Term. Tenant shall remove all of Tenant's signs, at its sole cost, upon the expiration of the Term or earlier termination of Tenant's possession of the Leased Premises.

15. Force Majeure. The performance by a Party of its obligations hereunder shall be suspended, and no rights to indemnification shall arise, if and for so long as such performance has been prevented by an event or circumstance beyond the reasonable control of such Party ("**Force Majeure**") including, without limitation: fire, storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, quarantine restrictions, embargo, supply chain disruptions and delays, construction disruptions and delays, expropriation, strikes or other labor trouble, compliance with law, failure of the usual means of production (including, without limitation, equipment failure and facility siting requirements) or of transportation, shortage of labor, raw materials, utilities, fuel and/or energy, or delay or failure by Tenant to obtain or maintain required approval to interconnect to the transmission grid, any rule, regulation, tariff or protocol of any interconnection or transmission service provider, the Public Utilities Commission of the State where the Leased Premises is located, Federal Energy Regulatory Commission or similar agency or entity affecting Tenant's ability to accept delivery of, store and transmit and distribute electricity through the transmission grid, or the inability, delay or failure by Tenant for any reason to maintain the Power Purchase Agreement ("PPA") between Tenant and its PPA Offtaker (the utility) which affects or impacts Tenant's PPA Offtaker's ability or responsibility to purchase and pay for the energy distributed through the transmission grid, or

the termination or expiration of the PPA. Neither Party shall be required to submit to the demands of labor if in its sole decision it determines that submission to such demands is not in its interest. Actions of labor unions (including, but not limited to, strikes and slowdowns) which cause performance by a Party to be prevented or delayed shall always be considered a Force Majeure event, regardless of cause and regardless of when the cause arose. Upon the occurrence and continuance of a Force Majeure event for a continuous period of one hundred and twenty (120) days or more, either Party shall have the right to terminate this Lease.

16. Subordination. Landlord represents and covenants that the Leased Premises are not subject to or subordinate to (i) any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, lien or encumbrance which may now or hereafter affect any portion of the Leased Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications and replacements of any of the foregoing instruments (each such instrument a “**Lien**”), nor (ii) any ground lease or underlying lease of the Leased Premises or any portion of the Leased Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications and replacements of any of such leases (each such lease a “**Superior Lease**”), except to the extent that Tenant has received a subordination and non-disturbance agreement (“**SNDA**”) as set forth below with respect to a Lien or Superior Lease. As a condition to Tenant’s obligations under this Lease, Landlord shall secure from the lienholder under any Lien or tenant under any Superior Lease (“**Third Party Lienholder**”) (whether the Lien or Superior Lease was entered into before or after the Effective Date) an SNDA in recordable form and otherwise in form and substance reasonably acceptable to Tenant and any Financing Party and for Tenant’s benefit whereby the Third Party Lienholder or tenant under any Superior Lease agrees not to disturb Tenant’s possession of the Leased Premises provided that no Event of Default (as defined in Section 1818) exists by Tenant. Such SNDA shall be recorded in the official records of the county where the Leased Premises are located.

17. Condemnation.

(a) **Substantial Taking.** If a portion of the Leased Premises is taken so that ingress to and egress from the Leased Premises or if parking for the Leased Premises is materially and adversely reduced or

altered, or any substantial portion of the Leased Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, such that Tenant's Permitted Use of the Leased Premises or Tenant Improvements are materially and adversely affected in the reasonable commercial judgment of the Tenant ("**Substantial Taking**"), this Lease shall, at the election of the Tenant and upon written notice to Landlord, terminate without penalty, and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises occurs at the end of the month in which Tenant gives its written notice of termination. In the event Tenant does not elect to terminate this Lease in the event of a Substantial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date of the physical taking of the Leased Premises occurred and shall remain in effect with respect to the remaining portion of the Leased Premises, and the Rent shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(b) **Partial Taking.** If less than a Substantial Taking has occurred for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Tenant shall have the option to either (i) terminate the Lease without penalty if Tenant in its sole and absolute discretion determines that such partial taking renders the Leased Premises no longer suitable for Tenant's intended use, or (ii) continue under the Lease with respect to the remaining portion of the Leased Premises not taken, but only to the extent that such partial taking does not materially interfere or hamper Tenant's ability to conduct its business or operate the Project on the Leased Premises, in which case the Rent payable hereunder during the unexpired portion of the Term shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(c) **Right to Proceeds.** Subject to the rights of any Leasehold Mortgagee to participate in any condemnation award, in the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such portion of the net proceeds of any award as may be allocated to their respective interests as specified in any condemnation proceeding, or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in the Lease and the Leased Premises; provided, to the extent

the net proceeds of any condemnation are attributable to Tenant Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Leased Premises. Tenant may pursue any claim for relocation or removal of its Tenant Improvements against the condemning authority separately.

18. Default by Tenant and Landlord's Remedies.

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, then an "Event of Default" by Tenant shall have occurred under this Lease:

(i) **Non-Payment.** Tenant fails to pay any installment of Rent as the same becomes due and payable, and such failure continues for twenty (20) business days after written notice of such failure from Landlord has been received by Tenant; or

(ii) **Non-Performance.** Tenant fails to comply with any of the other material terms, covenants, conditions or obligations of this Lease, other than the payment of Rent, and such failure continues for sixty (60) days after Tenant receives written notice from Landlord specifying the failure. If such failure cannot, in the reasonable discretion of Landlord, be remedied by Tenant with due diligence within sixty (60) days, Tenant shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion, provided completion occurs within one hundred and twenty (120) days of commencement, subject to extensions as provided in writing by Landlord in its reasonable discretion.

(iii) **Transfer of the Lease.** Tenant transfers the Lease in violation of the terms and conditions in the Lease.

(b) **Right to Terminate the Lease; Remedies.** Upon occurrence and continuance of an Event of Default by Tenant that is not cured prior to the expiration of all applicable notice and cure periods, Landlord may, at Landlord's option and after giving Tenant not less than thirty (30) days' prior written notice, (i) terminate the Lease at the expiration of said thirty (30) day period, at which time Tenant shall quit and surrender possession of the Leased Premises; provided, however, Tenant shall remain liable to Landlord for all Rent that has accrued

and remains unpaid up to the date of such termination, and (ii) pursue all other remedies Landlord has at law or in equity. Landlord shall retain any Partial Prepayment of Rent free of setoff or claim for refund by Tenant if Tenant commits the first Default causing termination. For the avoidance of doubt, if Landlord breaches the Lease hereunder, Tenant shall be entitled to credit for any unearned Partial Prepayment of Rent, measured by Section 1(a) and Tenant shall owe no more Rent after the date of Landlord's breach, as identified in written notice by Tenant.

(c) **Right to Re-Enter.** Upon occurrence of an Event of Default by Tenant and as an alternative to pursuing the remedies set out in Section 18(b) above, Landlord shall have the right to seek and obtain possession of the Leased Premises without terminating this Lease, by re-entry pursuant to legal or equitable actions or proceedings or other lawful means. Upon regaining possession of the Leased Premises, Landlord shall have the right, without the obligation, to make reasonable renovations, alterations and repairs to the Leased Premises required to restore the Leased Premises as Landlord may deem fit. Landlord shall have the obligation to use reasonable efforts to re-let the Leased Premises in mitigation of Landlord's damages, which re-letting may be for a term or terms longer or shorter than the full remaining Term. Landlord may grant reasonable concessions in the re-letting to a new tenant, without affecting the liability of Tenant under this Lease. All sums received by Landlord from said re-letting shall be applied to reduce Tenant's obligations to Landlord under this Lease.

(d) **Leasehold Mortgagee Provisions.** Tenant shall have the right to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all Easements, buildings, fixtures, equipment, and other tenant improvements situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event encumber Landlord's fee title in the Leased Premises or Landlord's interest under the Ground Lease. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgagee**"). If Tenant enters into a Leasehold Mortgage with Landlord's consent, Landlord thereafter shall give to any Leasehold Mortgagee, at the address of such Leasehold Mortgagee

set forth in the notice mentioned in Section 3(c)(iv), a written copy of each notice of (i) default by Tenant of any of its obligations under this Lease (“**Default**”), (ii) termination of this Lease, and (iii) renewal of the Term, and any other materials notices delivered under this Lease, at the same time as, and whenever, any such notice shall be given to Tenant, and no such notice shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee (A) shall thereupon have a period of thirty (30) days from the date of notice in the case of a monetary Default and sixty (60) days from the date of notice (or such longer period of time as may be reasonably necessary under the circumstances if commencement to cure occurs within sixty (60) days from the date of notice, up to one hundred and twenty (120) days, subject to extensions provided by the Landlord) in the case of any non-monetary Default, after notice of such Default or termination is given to the Leasehold Mortgagee, for curing the Default, or causing the same to be cured by Tenant or otherwise, and (B) shall, within such period and otherwise as herein provided, have the right to cure such Default, or to cause the same to be cured by Tenant or otherwise. Landlord shall accept performance by a Leasehold Mortgagee or Tenant of any covenant, condition, or agreement on Tenant’s part to be performed hereunder with the same force and effect as though performed by Tenant. Leasehold Mortgagee shall have the right to exercise any renewal option available to Tenant in this Lease if not exercised by Tenant.

(e) **New Lease for Leasehold Mortgagee.** If this Lease terminates because of Tenant’s default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors’ rights, Landlord shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter a new lease agreement for the Leased Premises, on the following terms and conditions: (A) the term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Lease, at the same fees and payments and subject to the same terms and conditions as set forth in this Lease; (B) at the option of the Leasehold Mortgagee, the new lease agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder; (C) the Leased Premises may be used only for purposes consistent Section 3(a); and (D) the provisions of this Section 18(e) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the

same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease agreement, such Leasehold Mortgagee may use and enjoy said Leased Premises without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a new lease agreement as set forth herein are complied with. In no event shall Leasehold Mortgage be subject to any liability as the assignee of Tenant's interest in the Lease or the Leased Premises except with respect to the period during which the Leasehold Mortgage is the tenant after foreclosure or equivalent.

(f) **Third Party Beneficiary, No Modifications.** Each Leasehold Mortgagee is and shall be an express third-party beneficiary of the provisions of Sections 18(d), (e), (f), (g) and (h) and shall be entitled to compel the performance of the obligations of Landlord under this Lease. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended, and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Lease from Tenant prior to expiration of the Term, without the prior written consent of each Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by each Leasehold Mortgagee.

(g) **No Merger.** Unless Leasehold Mortgagee shall otherwise in writing consent, the fee title to the Property and the leasehold estate in the Leased Premises, shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates, either in Landlord or in Tenant, or in a third party, by purchase or otherwise.

(h) **Bankruptcy Provisions regarding Leasehold Estate.**

(1) Tenant shall not, in any event, including the bankruptcy, reorganization or insolvency of Tenant or Landlord, (i) surrender its leasehold estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; (ii) consent or fail to object to any attempt by Landlord to sell or transfer its interest in the Leased Premises free and clear of this Lease; or (iii) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Except for any unearned Partial Prepayment

of Rent, measured by Section 1(a) of this Lease, Tenant shall not seek refund or clawback from Landlord in any bankruptcy or receivership of any portion of Partial Prepayment of Rent. Tenant does hereby expressly release, assign, relinquish and surrender unto Leasehold Mortgagee all its right, power and authority to terminate, cancel, acquiesce in the rejection of, consent or object to any attempted transfer of Landlord's interest in the Leased Premises free and clear of this Lease, or modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing, at any time, including in the event of the bankruptcy, reorganization or insolvency of Tenant or Landlord, and any attempt on the part of Tenant to exercise any such right without the consent of Leasehold Mortgagee shall be null and void.

(2) In the event this Lease is rejected by Landlord, as debtor in possession, or by a trustee for Landlord, pursuant to Section 365 of the Bankruptcy Code, Tenant shall not exercise its right to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat this Lease as terminated without the express consent and direction of the Leasehold Mortgagee. Any such election made shall be null and void.

(3) In the event Landlord, as debtor in possession, or by a trustee for Owner, attempts to transfer its interest in the Leased Premises free and clear of the Lease pursuant to Section 363 of the Bankruptcy Code, Tenant shall not consent, acquiesce or fail to object to such attempted transfer. Any such consent, acquiescence or failure to object made shall be null and void.

19. Landlord Default. Landlord's failure to perform any of its duties or obligations under this Lease for a period of sixty (60) days after written notice from Tenant to Landlord specifying such failure in detail shall be deemed an event of default by Landlord hereunder. If such failure cannot with due diligence be remedied by Landlord within sixty (60) days, Landlord shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion. Upon the occurrence and continuance of an event of default past any applicable notice and cure periods by Landlord, Tenant may, at its option, without waiving any claim for damages for breach of agreement, (i) at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant

therefor and save Tenant harmless therefrom, and (ii) pursue any right or remedy now or hereafter available to Tenant at law, in equity and/or under this Lease, including the remedy of specific performance. If Landlord fails to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder. In addition to any remedies Tenant may have, Tenant shall be entitled to injunctive relief.

20. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified mail, return receipt requested, addressed as follows:

If to Landlord:

Name: Lexington Fayette Urban County Government
(a) Department of Law
(b) Department of Environmental Quality and Public Works
Address: 200 E. Main Street
Lexington, KY 40507

With copy to: M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507

If to Tenant:

Name: Social Impact Solar LLC
Address: Attn: Adam Edelen
175 E. Main St., Suite 300
Lexington, KY 40508

With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or if sent by certified mail, return receipt request on the date of the receipt.

21. **Broker.** Tenant and Landlord each represents and warrants to the other that no real estate broker was instrumental in effecting this Lease. To the extent permitted by law, and without waiving the defense of sovereign immunity, EACH PARTY SHALL INDEMNIFY AND DEFEND THE OTHER PARTY FROM THE CLAIM OF ANY BROKER FOR A COMMISSION OR FEE ON ACCOUNT OF THIS LEASE THAT ARISES BY, THROUGH OR UNDER SUCH PARTY.

22. **Quiet Enjoyment.** Landlord covenants that Tenant, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises for the entire Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease and all Applicable Laws; and, to the extent permitted by law and without waiving the defense of sovereign immunity as to claims made by third parties, Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Leased Premises against the claims of any of those persons whomsoever lawfully claim the same, or any part thereof by through or under Landlord, and subject to the terms and provisions of this Lease and all Applicable Laws. Further, Landlord covenants that as long as Tenant pays the Rent and performs and observes all of the covenants and agreements herein contained and provided to be performed by Tenant, Landlord will not interfere with the use and enjoyment of the Leased Premises and the operation of Tenant's businesses in, on, above, below or about the Leased Premises during the Term. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Project or Tenant Improvements without Tenant's prior written consent, which may be withheld by Tenant in its sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security instrument on its fee interest in the Property. Upon either Party's discovery of any such lien or failure to pay any secured obligations, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause (i) the same to be discharged of record or paid or shall deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make such payment within such period, or to pay any taxes or assessments on the Property or Leased Premises, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the

discharge of the same. Any amounts so paid or discharged by Tenant and all costs and other expenses related thereto including reasonable attorneys' fees in defending any such action or in procuring the discharge of such lien, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease. Nothing contained in this Section 22 shall be construed as requiring the Landlord to pay any tax liens or mortgages, deed of trust, or other security instrument created, in whole or in part, by the actions of the Tenant.

23. Landlord's Representations Warranties and Covenants. Subject to the limitations provided in Section 8, Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date (a) to give Tenant possession of the Leased Premises free and clear of all tenants and occupants and Landlord's personal property and equipment; (b) that there are no pending Superior Leases, mortgages or liens that affect the Leased Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant; (c) that there are no pending or threatened claims, actions or suits affecting the Property, the Leased Premises or any portion thereof; (d) there is no threatened or pending eminent domain or condemnation proceeding in respect of the Property, the Leased Premises or any part thereof or access thereto; (e) each person signing this Lease on behalf of Landlord is authorized to do so and 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; (f) the Landlord is an urban-county government and political subdivision of the Commonwealth of Kentucky, owning the Leased Premises; (g) the execution, delivery and performance of this Lease by Landlord does not violate any contract or agreement or instrument to which Landlord is a party and Landlord has not entered into any contract, agreement or instrument with respect to the Leased Premises with any third party other than Tenant; (h) the execution, delivery and performance by Landlord under this Lease has been duly authorized by all necessary action by Landlord's Council (legislative body) and does not violate any provision of any Applicable Law or any order, judgement or decree of any court or other Governmental Authority or conflict with or result in a breach of or constitute a default under any contractual obligation of to which Landlord is a party or any agreement to which Landlord and/or the Leased Premises is bound or subject; and (i) Landlord is not the subject of any bankruptcy, insolvency or probate proceeding. Subject to the limitations provided in Section 8, Landlord represents and warrants that, as of the Effective Date, (1) there are no outstanding Claims, (2) Landlord has not received any notice of any violations by any Governmental Authority with

respect to the compliance of the Leased Premises as a municipal landfill with any Applicable Laws or alleging a violation of Applicable Laws, and 3) the Leased Premises and said landfill as such are in compliance with all Applicable Laws and Environmental Laws or currently working towards compliance as previously disclosed to Tenant; (iii) there are no covenants, conditions or restrictions or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease. Those easements described in Exhibit D are hereby excepted from the representations and warranties contained herein, to the extent said easements are located within the Leased Premises.

24. **Memorandum of Lease.** A Memorandum of this Lease may be recorded as provided in Section 1(c).

25. **Indemnification or Allocation of Responsibility; Limitation of Liability.**

(a) **Tenant Indemnification.** TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS, LICENSEES, SUBLICENSEES AND INVITEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**LANDLORD PARTIES**") FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND LOSSES, INCLUDING, BUT NOT LIMITED TO CLAIMS, REASONABLE ATTORNEYS' FEES, DEMANDS, LIENS, COSTS, EXPENSES, PENALTIES, FINES, LAWSUITS, OR ACTIONS (COLLECTIVELY, "**CLAIMS**"), TO THE EXTENT RESULTING FROM (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF TENANT OR ANY TENANT PARTY (DEFINED BELOW); AND (II) THE BREACH BY TENANT OF ANY OBLIGATION, REPRESENTATION OR WARRANTY ARISING UNDER THIS LEASE. FURTHER, TENANT SHALL INDEMNIFY, DEFEND AND HOLD THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT LANDLORD OR ANY OF THE LANDLORD PARTIES MAY INCUR, RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM: (A) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF TENANT OR ITS CONTRACTORS, EMPLOYEES, AGENTS, LICENSEES OR INVITEES (COLLECTIVELY, "**TENANT PARTIES**") DURING THE LEASE TERM, (B) ANY CLAIM OR ACTION BY ANY GOVERNMENTAL AUTHORITY OR ANY THIRD-PARTY ACTION BROUGHT UNDER FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS OR REGULATIONS, WHETHER ADMINISTRATIVE OR JUDICIAL IN NATURE, AS A RESULT OF ANY ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES RELATED AT THE LEASED PREMISES, TO

THE EXTENT, AND ONLY TO THE EXTENT, THAT THE APPLICABILITY OF THE ENVIRONMENTAL LAWS OR REGULATIONS IS TRIGGERED BY AN ACT OR OMISSION OF TENANT OR ANY OF THE TENANT PARTIES; OR (C) ANY PERSONAL INJURY, TRESPASS, NUISANCE OR PROPERTY DAMAGE CLAIMS BY THIRD PARTIES RESULTING FROM THE ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES AT THE LEASED PREMISES. Landlord will promptly advise Tenant in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Landlord's expense to the extent of the negligence or willful misconduct of Landlord or any Landlord Party, will assume on behalf of Landlord and the other Landlord Parties, and will conduct with due diligence and in good faith, the defense of Landlord and any Landlord Parties thereof; provided, however, that any Landlord Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(b) *Landlord Responsibility*. To the extent allowable by law, and without waiving the defense of sovereign immunity, LANDLORD SHALL BE RESPONSIBLE FOR, TAKE SUCH ACTION, AND ADDRESS OR PAY SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES AND COSTS, INCLUDING, WITHOUT LIMITATION, REASONABLE COUNSEL, ENGINEERING AND OTHER PROFESSIONAL OR EXPERT FEES (COLLECTIVELY, "**CLAIMS**"), RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM (A) ANY KNOWN LEGACY ENVIRONMENTAL CONDITION EXISTING OR PRE-EXISTING AS OF THE LEASE COMMENCEMENT DATE; (B) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF LANDLORD OR ANY OF THE LANDLORD PARTIES, WHICH ACTIONS SHALL NOT INCLUDE THE LEASE OF THE LEASED PREMISES TO TENANT; (C) THE NEGLIGENT OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD PARTY; AND (D) ANY MATERIAL BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES UNDER THIS LEASE. Tenant will promptly advise Landlord in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Landlord, at Tenant's expense to the extent of the negligence or willful misconduct of Tenant or any Tenant Party, may assume on behalf of Tenant and the other Tenant Parties, and will conduct with due diligence and in good faith, the defense of Tenant and any Tenant Parties thereof, to the extent permitted by law and without waiving the defense of

sovereign immunity; provided, however, that any Tenant Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(c) Limitation of Liability.

(i) Any tort claim by Tenant against Landlord for property damage shall not exceed the limits of coverage under any applicable liability policy covering Landlord for its negligence, as of the date such claim arises. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to the Tenant for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) Survival. The provisions of this Section 25 shall survive the expiration or earlier termination of this Lease.

26. Further Assurances; Estoppel Certificates.

(a) Further Assurances. Landlord and Tenant each agree to cooperate, execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Lease. Landlord shall not grant or convey any easement, right-of-way or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use, access to or quiet enjoyment of the Project, the Tenant Improvements or the Leased Premises. Landlord agrees that wherever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval. Tenant understands that Landlord has leased a portion of the borrow area of Haley Pike Landfill to Creech Services, Inc. and otherwise provided certain easement rights as described in Exhibit D and affirmatively states that these property interests do not violate this Section 26.

(b) Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior written notice by the other Party or from a Financing Party, to execute, acknowledge and deliver to the other Party, or any person designated by the other Party, a written estoppel certificate certifying that this Lease is complete, true and correct and in full force and effect and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained

in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default and any other factual matters pertaining to this Lease reasonably requested by the other Party. It is intended that any such estoppel certificate may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property or Leased Premises or any part thereof (including any Financing Party), any auditor, commercial banker and investment banker of either Party or any purchaser of Landlord's interests in the Property.

27. Right of First Refusal/Offer.

(a) During the Term of this Lease, at any time prior to Landlord's acceptance of a bona fide offer or letter of intent from any third party ("**Third Party Purchaser**") to purchase all or any part of the Property, Landlord shall deliver a copy thereof to Tenant (the "**First Refusal Notice**"). Tenant shall have thirty (30) days to agree in writing to purchase the Property pursuant to the terms and conditions set forth in such offer or letter of intent by delivering written notice to Landlord (the "**Acceptance Notice**"). In the event that Tenant does not timely agree to purchase the Property described in the First Refusal Notice by delivering the Acceptance Notice within such thirty (30) day period, Landlord shall have the right to sell the Property to the Third Party Purchaser identified in the First Refusal Notice on terms that are not materially more favorable, when considered as a whole, to the Third Party Purchaser as the basic terms and conditions contained in the first Refusal Notice.

(b) (i) During the Term of this Lease, before offering for sale all or any Renewable Energy Certificates ("**RECs**") associated with the Project to a third party ("**Third Party Purchaser**"), Tenant shall offer said RECs for purchase by Landlord at prevailing market rates for similar RECs at the time said RECs are available for sale, which may be negotiated by the parties. To the extent any REC is offered for sale more than once during the Term of the Lease, Tenant shall provide this Right of First Offer to Landlord before each offer. Denial of any offer by the Landlord does not prohibit them from purchasing any RECs offered by Tenant in the future.

(ii) Tenant shall provide Landlord with a written notice (the "**Offer Notice**") for any tranche of RECs it intends to sell, specifying:

(a) quantity (MWh/REC count), Vintage(s), resource type/eligibility;

(b) REC Registry and account details for transfer, and expected delivery window;

(c) proposed price and key commercial terms (including invoicing, payment timing, and any performance security); and

(d) any limitations, exclusions, or compliance reservations.

(iii) Landlord shall have thirty (30) days from receipt of the Offer Notice (sixty (60) days if Offer Notice is received by Landlord from June 15th through July 15th or November 15th through December 15th) (“Election Period”) to agree in writing to purchase all or any of said RECs by delivering written notice to Tenant (the “**Acceptance Notice**”). In the event that Landlord does not timely to agree to purchase all or any of the RECs being offered by delivering the Acceptance Notice within such period, Tenant shall have the right to sell the RECs to a Third Party Purchaser.

(iv) If Landlord declines the offer within the Election Period, Tenant may offer and sell the offered RECs to a Third Party Purchaser on terms that, when taken as a whole, are no more favorable to the third party than the terms previously offered to Landlord.

(v) If Tenant intends to sell the offered RECs to a Third Party Purchaser on terms that are materially more favorable than the terms previously offered to Landlord (including lower price, longer tenor, or reduced conditions), Tenant shall first re-offer such RECs to Landlord on those more favorable terms, and Landlord shall have ten (10) business days to accept.

(vi) Delivery shall occur by electronic transfer of the RECs in the REC Registry to Landlord’s designated account, free and clear of all liens, claims, and encumbrances. Title and risk of loss to RECs shall pass upon completion of the transfer in the REC Registry.

(vii) Tenant shall provide standard attestations required under the REC Registry and any applicable certification.

(viii) Tenant shall not report, claim, or otherwise use any environmental attributes associated with delivered RECs, nor permit double counting or resubmission for issuance, and shall retire no delivered RECs on its own behalf.

(v) “REC” means a renewable energy certificate or credit (including all environmental, emissions, and renewable attributes, howsoever named) generated by the production of electricity from an eligible

renewable energy resource on the Leased Premises, as recognized under applicable law or program rules, and issued and tracked in the applicable REC registry

28. Miscellaneous.

(a) Validity of Lease. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) Waiver. The rights, remedies, options or elections of Landlord and Tenant in this Lease are cumulative, and the failure of Landlord or Tenant to enforce performance by the other Party hereto of any provision of this Lease applicable to said Party, or to exercise any right, remedy, option or election, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, by Landlord or Tenant, as the case may be, of such provisions of this Lease, or of such rights, remedies, options or elections, and the same shall continue in full force and effect.

(c) Entire Agreement: Partial Invalidity.

(i) This Lease and Landlord's Request for Proposal 35-2025 dated 9/9/2025 and Tenant's response, dated 9/24/2025, which are incorporated by reference herein constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any inconsistency, the terms of this Lease shall prevail, followed by the Landlord's Request for Proposal, followed by Tenant's Response. No additions, changes, modifications, renewals or extensions of this Lease shall be binding unless reduced to writing and signed by both Parties. The Landlord's Request for Proposal 35-2025 dated 9/9/2025 and Tenant's response, dated 9/24/2025 are attached hereto as Exhibit E. The exhibits (A-E) attached hereto are incorporated herein by this reference for all purposes.

(ii) If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) Effective Law; Venue. The validity, interpretation, and performance of this Lease and any dispute connected herewith shall be governed and construed in accordance with the internal laws of the State where the Leased Premises are located without reference to the choice-of-law or conflicts-of-law principles that would result in the application of the laws of a different jurisdiction. The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with this Lease or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Fayette Circuit Court, Lexington, Kentucky. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the action, suit or proceeding that it is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the notice address set forth in Section of this Lease shall be effective service of process for any such suit, action, or other proceeding brought in any such court.

(e) Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY SUIT, ACTION OR OTHER PROCEEDING CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM OR SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(f) Commercial Lease. This Lease shall be construed as a commercial lease.

(g) Captions. The captions of the sections in this Lease and any index or table of contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(h) Counterparts. This Lease may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Remedies and Rights Not Exclusive. No right or remedy conferred upon Landlord or Tenant shall be considered exclusive of any other consistent right or remedy but shall be in addition to every other consistent right or remedy available to Landlord or Tenant under this Lease. Any right or remedy of Landlord or Tenant may be exercised from time to time, and as often as the occasion may arise. The granting of any right,

remedy, option or election to Landlord or Tenant under this Lease shall not impose any obligation on Landlord or Tenant, as the case may be, to exercise said right, remedy, option or election.

(j) Drafting Ambiguities: Interpretation. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the Parties drafted this Lease, each Party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words “include” and “including”, and words of similar import shall be deemed to be followed by the words “but not limited to” and the word “or” shall be “and/or”.

(k) References. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(l) Binding Effect. This Lease is binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

(m) Time of the Essence. Time is of the essence of this Lease. If, pursuant to this Lease, any date indicated herein falls on a Holiday or a Saturday or Sunday then such day shall not be a business day, and the date so indicated shall mean the next business day following such date. The term “**Holiday**” shall mean any day on which state or national banks are not open for business in the State where the Leased Premises is located.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

TENANT:

Lexington-Fayette Urban County Government

SOCIAL IMPACT SOLAR LLC

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Adam Edelen
Title: Manager
Date: 27 FEB 26

**Lexington-Fayette Urban County Government
Public Facilities Corporation** By: _____

Name: _____
Title: _____
Date: _____

- Exhibit A – Leased Premises - Schematic
- Exhibit B – Lease Summary Memorandum
- Exhibit C – Easements - Schematic
- Exhibit D – Mineral Rights
- Exhibit E – RFP 35-2025 and SIS Response

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

TENANT:

Lexington-Fayette Urban County Government

SOCIAL IMPACT SOLAR LLC

By: Linda Gorton
Name: Linda Gorton
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**Lexington-Fayette Urban County Government
Public Facilities Corporation**

By: Linda Gorton
Name: Linda Gorton
Title: President
Date: April 2, 2026

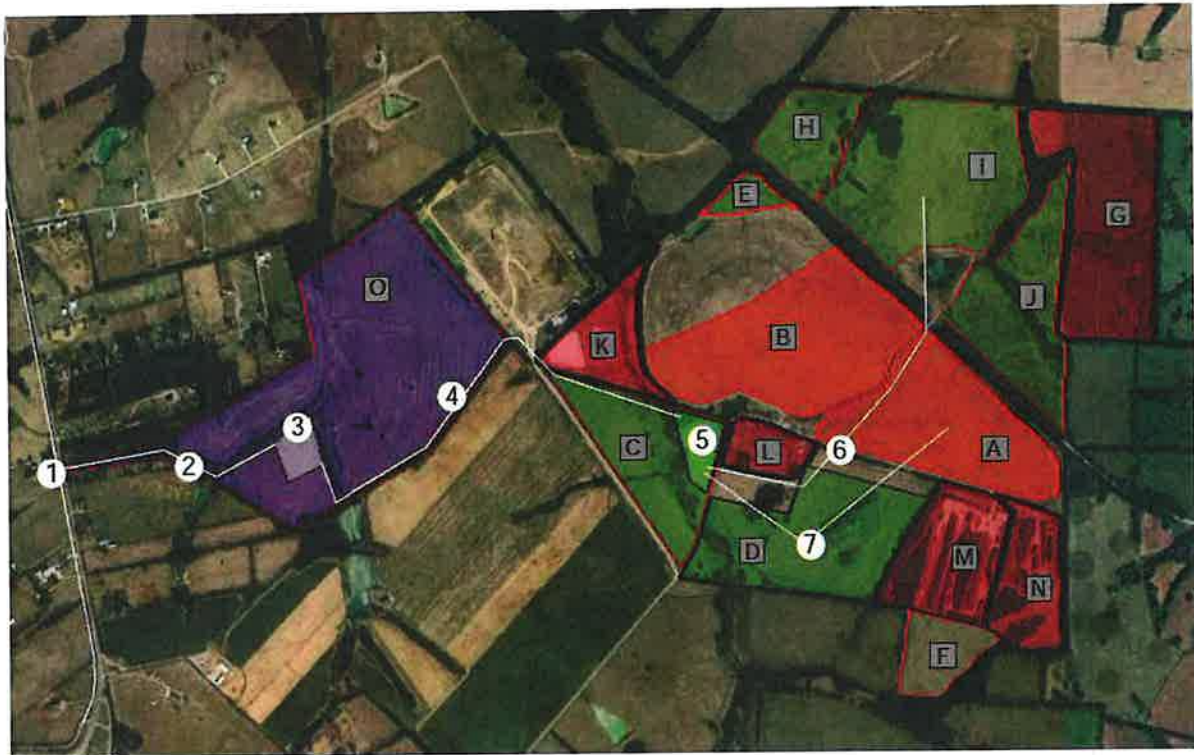
- Exhibit A – Leased Premises - Schematic
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Exhibit A - Leased Premises (Schematic)

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	Reserved for LFUCG Use	Area F: 0 of 15
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leach ate System	20	LFUCG Operations	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Non- LFUCG Property - Shown for consistency with submitted plans

Image 1: Schematic of land use for HPSP, with notation of known areas.



MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way Green: LFUCG designated 90% usable land for PV Orange: LFUCG designated 50% usable land for PV Red: LFUCG designated 0% usable land for PV No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE (this "**Memorandum**"), dated as of the _____ day of _____, 202__ (the "**Effective Date**"), is entered into between Lexington-Fayette Urban County Government, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the Lexington-Fayette Urban County Government Public Facilities Corporation, a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government, (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as "**Landlord**" to the portion of the Leased Premises, as defined below, owned by that entity), whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, and Social Impact Solar LLC, a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 ("**Tenant**") (collectively Landlord and Tenant shall be referred to herein as the "Parties" or, individually, a "Party").

Landlord and Tenant hereby acknowledge the following:

1. Lease. Landlord and Tenant have entered into a certain Ground Lease, dated [DATE] (the "**Lease**"), whereby Landlord leased 357 acres of real property, located in the City of Lexington, County of Fayette, State of Kentucky and which real property is described in Exhibit A attached hereto (the "**Property**").
2. Term. The initial term of the Lease commences on [DATE] and expires on midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, as that term is defined in the Lease (the "**Term**" or "**Initial Term**").
3. Extension Options. So long as no uncured Event of Default exists, Tenant may elect to renew the Lease for up to two (2) additional successive seven (7) year terms (each a "**Renewal Term**") exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable.
4. Landlord's Right of First Offer. Landlord has the right of first offer to purchase all or any Renewable Energy Certificates ("**RECs**") associated with the Tenant's use of the Property for the Project, as defined below, pursuant to Section 27 of the Lease.
5. Tenant's Right of First Refusal. Tenant has the right of first refusal to purchase the Property pursuant to Section 27 of the Lease.
6. Approved Leasehold Mortgage. Section 3 of the Lease provides that Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Property, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements situated thereon, and all rents, issues, profits, revenues, and other income to be

derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "Leasehold Mortgagee").

7. New Lease. Section 18 of the Lease provides that the Leasehold Mortgagee may, in the event the Lease is terminated or rejected in a bankruptcy proceeding prior to the expiration of the Lease Term, upon written request to Landlord within ninety (90) days after such event, enter into a new lease with Landlord for the remainder of the Term at the same fees and payments and subject to the same terms and conditions as set forth in the Lease.

8. Permitted Use. As permitted by applicable zoning law, Tenant shall use, and shall cause all other occupants of the Property, to use the Property only for the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system ("**Solar**") and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system upon the reasonable approval of Landlord, which cannot be unreasonably withheld, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the "**Project**").

9. Notices. Except as specifically outlined in the Ground Lease, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the following addresses:

If to Landlord: Lexington Fayette Urban County Government
(a) Department of Law
(b) Department of Environmental Quality and Public Works
Address: 200 E. Main Street
Lexington, KY 40507
With copy to: M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507
If to Tenant: Social Impact Solar LLC
Attn: Adam Edelen
Address: 175 E. Main St., Suite 300
Lexington, KY 40508
With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a reputable overnight courier company, whereby delivery is deemed to have

occurred the at the time of delivery; or (c) certified United States mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the date of receipt.

10. Mineral Rights. Landlord reserves to itself all rights to the minerals and other extractive resources. This reservation shall not diminish the right of Tenant to freely use the Property. Landlord shall not extract any minerals and other extractive resources from the Property, beyond existing methane gas venting and capture, during the Term.

11. Conflicts. If there is any conflict between this Memorandum and the Lease, the provisions of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed as of the Effective Date.

LANDLORD:

TENANT:

Lexington-Fayette Urban County Government

SOCIAL IMPACT SOLAR LLC

By:

Name:

Title:

Date:

**Lexington-Fayette Urban County Government
Public Facilities Corporation**

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Exhibit D

DATE: January 29, 2026

RE: 30-Year Title Exam
4172-4253 Hedger Lane

Map/Parcel/Account No. 94024050

Tract 1- +/- 446 Acres (North of Railroad Tracks)
Tract 2- 204.44 Acres (South of Railroad Tracks)

Total Acreage- +/-650.44 Acres

*** *** *** *** *** ***

The title to the aforementioned properties is subject to the following encumbrances:

1. Subject to a Notice (of waste disposal activity) dated May 3, 2016, of record in Deed Book 3394, Page 006, in the Fayette County Clerk's Office.
2. Subject to a Certificate of Land Use Restrictions for a conditional use permit, recorded October 9, 2001, of record in Land Use Restriction Book 10, Page 171, in the Fayette County Clerk's Office.
3. Subject to a Deed of Easement Agreement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated March 5, 1993, of record in Deed Book 1667, Page 580, in the Fayette County Clerk's Office.
4. Subject to a Deed of Easement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated April 21, 1993, of record in Deed Book 1672, Page 432, in the Fayette County Clerk's Office.
5. Subject to a Special Commissioner's Deed of Easement in favor of East Kentucky Power Cooperative, Inc., dated December 2, 1982, of record in Deed Book 1305, Page 484, in the Fayette County Clerk's Office.
6. Subject to a Distribution Line Agreement in favor of Kentucky Utilities Company, a Kentucky corporation, dated November

Exhibit D

25, 1977, of record in Deed Book 1187, Page 149, in the Fayette County Clerk's Office.

7. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 16, 1976, of record in Deed Book 1161, Page 605, in the Fayette County Clerk's Office.
8. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 27, 1976, of record in Deed Book 1161, Page 600, in the Fayette County Clerk's Office.
9. Subject to an unrecorded Lease Agreement (Contract 34486), by and between Creech Services, Inc. and Lexington-Fayette Urban County Government, dated January 25, 2001, subsequently amended by an Amendment to Lease Agreement, dated April 5, 2005.
10. The tobacco base reserved to the Grantor and having the option to be transferred to other land owned by the Grantor, dated April 12, 1977, of record in Deed Book 1167, Page 390, in the Fayette County Clerk's Office, was terminated by the Grantor's death on June 10, 1993.
11. No oil, gas or other mineral rights, in, on or under the property were found in the public records of the Fayette County Clerk's Office.

/s/ Evan P. Thompson
Evan P. Thompson, Attorney



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2025 Haley Pike Solar Lease** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 24, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

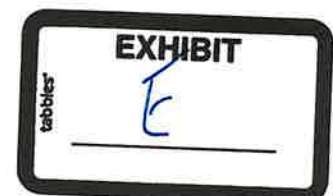
Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.



Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See complete criteria beginning on page 20

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via Ion Wave at: <https://lexingtonky.ionwave.net>

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Signature

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be

terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other

action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and

against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Auto Liability \$	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Introduction

On July 28th, 2025, Lexington Fayette Urban County Government (LFUCG) received an unsolicited proposal for the potential development of Utility Scale Solar development at Haley Pike Landfill (HPLF). Pursuant to KRS 65.028(17) and KRS 424, LFUCG has provided public notice of the unsolicited proposal and is now initiating a formal Request for Proposal process to receive formal proposals in a uniform format for evaluation.

LFUCG fully understands that the Investment Tax Credit (ITC) is an integral part of the financing model making this project possible. With that in mind, LFUCG intends to proceed quickly, if possible. However, redevelopment of a permitted landfill with closed and permitted cells will require review and approvals by outside entities such as Kentucky Energy and Environmental Cabinet (KEEC), which oversees all permitted and closed landfills.

Due to the accelerated timeframe needed to meet ITC deadlines, LFUCG is fully committed to acting as quickly as possible while ensuring all statutory requirements, reviews, and due diligence are completed.

Background

LFUCG has been researching and exploring the feasibility and restrictions associated with Utility Scale Solar on Haley Pike Landfill since 2020. In 2024, a Phase 1 Desktop Feasibility Study was completed by external subject matter experts. The attached Executive Summary and Study identified that a third party could economically construct a 110 MWdc array on approximately 320 buildable acres. The desktop level study identified several items that would benefit from additional study or development that could impact the final design, operations, and environmental impacts. We recommend a full review of the Desktop Feasibility Study and Executive Summary to best inform your RFP response.

Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J). Additionally, LFUCG uses some adjacent land areas for internal operations and leases other areas for operations to external organizations. LFUCG intends to continue operations at HPLF and expects to expand some operations in the near future, as described in Table 1. The anticipated expansion will restrict some areas from solar development, as LFUCG does not have alternative facilities available or appropriate for those activities. These restrictions were considered in the most recent Desktop Feasibility Study.

As a result of LFUCG's Desktop Feasibility Study, LFUCG identified leasable areas for Utility Scale Solar development. Please see diagram PV101 and Table 1 for more detailed information. Note listed acreage is approximate actual acreage may vary.

Assumptions

The following are assumptions for the Utility Scale Solar Project at the Haley Pike Landfill:

- LFUCG will NOT be involved in financing, bonding, or being the guarantor of the project.
- LFUCG will NOT be involved in day-to-day operations or construction of the project.
- LFUCG'S role will be limited to that of the Lessor and the administrator of the Landfill Permit. This WILL include monitoring of any/all activities that occur at Haley Pike Landfill, including any leased areas, to ensure compliance with the lease and all landfill and environmental compliance.
 - o Monitoring includes, but is not limited to, the following:
 - Oversight of the leachate collection and treatments system;
 - Groundwater and methane monitoring; and
 - Storm/surface water sampling.
- Any Utility Scale Project should be a Reuse/Repurpose project that provides maximum utilization of the capped landfill cells (Area A & Area B). LFUCG considers this to be a core component of the RFP. LFUCG would prefer a minimum of 25% of the total array be located on these areas (with a target of 33%). The total rate of utilization of closed cells will be a factor in scoring proposals.
- The developer will be responsible for acquiring any easement and Rights-Of-Way (ROW) needed for the project. This includes the CSX/RJ Corman rail line and ROW that bisects the property. LFUCG may assist as necessary and where possible, in its discretion.

Definitions and Abbreviations

Area –refers to one of the designated sub-areas of the Haley Pike Landfill, each designated by a letter as shown on the PV101.

Developer - used interchangeably for the Bidder, Developer, Lessee, and Operator.

DWM – LFUCG Division of Waste Management

EQPW – Lexington Fayette Urban County Government Environmental Quality and Public Works Department

HPLF – Haley Pike Landfill

ITC – Investment Tax Credit

KDWM – Kentucky Division of Waste Management

KEEC – Kentucky Energy and Environmental Cabinet

LFUCG – Lexington Fayette Urban County Government

MWdc – Megawatts Direct Current

PSC or KYPSC – Kentucky Public Service Commission

RFP – This Request for Proposal provided herein

ROW - Rights-Of-Way

USS – Utility Scale Solar

Scope

LFUCG is soliciting proposals from interested and qualified parties for a long-term lease (20-40 years) of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility. The interested party or Developer should review this RFP and all attached documents in depth. To provide for a quick and accurate review process, it is highly recommended that RFP responses are formatted in a manner that conforms to the scoring criteria outlined below. This ensures that reviewers can locate and evaluate information that will be utilized for scoring the submission during the review process.

This RFP process will utilize the “Best Value” process due to the unique nature of the project proposal. LFUCG will consider multiple factors in selecting the most qualified developer to work with LFUCG for a long-term relationship. The Developer should have sufficient experience and qualifications to demonstrate its ability to complete the project and to continuously operate in a fiscally and environmentally responsible manner. Additionally, this project and subsequent lease must provide economic, social, and educational benefits to the citizens of Fayette County and beyond.

Array configuration and technical component review is a part of this RFP submittal to verify the Developers’ technical understanding and to validate economic assumptions as part of the review process. In order to perform due diligence and to ensure the Developer understands the critical nature of development and construction on a landfill cap and permitted landfill property, sufficient technical information must be provided in the Developer’s RFP response to validate its overall project proposal, technical understanding, and experience.

It is understandable that Developers may not have definitive solutions regarding all relevant information due to the ITC timeline. However, experienced and qualified Developers in a project of this scale are expected to have sufficient expertise to provide preliminary responses that sufficiently address each requested section.

A summary of the information being requested is provided below in the Submission Format Sections of this RFP.

Submission Format Sections – Percent of score

1. Background and Qualifications Section – 15%

- a. Company Background and Qualifications of Key Staff of the primary Bidder/Developer. Please limit information to Key Staff that will have a direct role in the development, construction, and operation of the proposed array.
 - i. Developer Entities – Company Background and Qualifications of Key Staff of critical partner entities or sub-contractors (if known). Please limit information to Key Staff that will have a direct role in development, construction, and operation of the proposal.
- b. Experience with similar projects
 - i. Please provide a detailed summary of at least two solar projects of similar scope and size. Include project references and date of installation.
 1. Projects under KY PSC or Kentucky State Board on Electric Generation and Transmission Siting (Ky Siting Board) authority preferred.
 - ii. Please provide a summary of any other relevant projects including size, location, date of installation and other key metrics of the project.
 1. Including, for example, projects with similar environmental considerations and regulations to the project described in this RFP, such as Brownfield projects.
- c. Interconnection & Regulatory Experience
 - i. Please provide a list of utilities & regulatory bodies that the Developer has successfully worked with. Provide the size of the associated projects.
 - ii. Outline past experience working with KY PSC and the KY Siting Board and experience working with state/local Waste Management divisions or similar regulatory entities for other Brownfield projects.
 - iii. If applicable, please provide a list and description of Interconnection Agreements with transmission organizations, such as PJM in the last five years.

2. Project Configuration and Technical Details – 25%

- a. PV Array and Equipment
 - i. Please provide a schematic level breakdown by area of the proposed Solar Array capacity.
 - ii. Racking Systems – Provide preliminary proposal of racking systems to be used. Areas A & B must use a ballasted racking system to protect landfill cap.
 - 1. Spec sheets of proposed racking system may be included, if known.
 - iii. Provide a brief explanation describing how your design will address and protect the landfill cap in areas A & B for other necessary equipment (mounting of inverters, balance of system equipment, communications equipment)
 - iv. Provide a brief explanation of how equipment will be transported and staged in a manner that protects the earthen cap in Areas A & B.
- b. Storm Water Management & Erosion Control
 - i. Utility Scale Solar arrays meet the definition of Impervious Surface (LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402). Please provide a preliminary plan for compliance with this ordinance and ensure the applicable Water Quality Management Fee is included and listed separately from any projected lease payment in Section 3 Financial Summary.
 - ii. Additionally, erosion control, especially at the panel drip line has the potential to create erosion and infiltration issues. Please provide a preliminary plan for addressing these issues.
- c. Vegetation Management
 - i. Please provide a preliminary plan for addressing vegetation management. If the process will be different for the closed cell vs other areas, please address both.
- d. Site Access Control
 - i. LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. As such, please address any proposed improvements you would need to make to restrict or prevent access to your leased areas and operations to all parties other than LFUCG. LFUCG will need routine access for landfill permit compliance activities.
 - 1. Also address how you would control access from the Railroad ROW.
- e. PSC Approval and Interconnection to grid.

- i. Responsibility for all PSC and/or KY Siting Board approvals, Interconnection Agreements, permits, inspections, and compliance with operations of Utility Scale Solar and a Qualified Facility rest solely on the Developer.
- f. Post Construction Monitoring & Safety Measures
 - i. Briefly outline how the PV system will be monitored post construction and identify Key Staff that will be responsible for monitoring the PV system. Specify describe how electrical hazards (arc faults, etc.) are recognized & flagged by the monitoring system.
- g. Describe the PV system’s immediate response to electrical hazards (arc faults, etc.) and the Developer’s process for addressing and fixing these issues.
- h. Overall project timeline from bidding to full development with critical milestones.
- i. Operations and Maintenance Plan – Please provide a brief outline of quantitative metrics that could be incorporated into the lease to ensure Operations and Maintenance are being maintained at a high level. Developer must be committed to maintaining and maximizing renewable energy production at the site.
 - i. Operation and Maintenance levels will be tied to a required performance bond to ensure Fayette County residents’ interests are being met. Specific criteria will be determined during the negotiation phase, but Developers are encouraged to propose a metric as part of their submission.
- j. Decommissioning Plan – Please provide a brief description of your proposed decommissioning plan, include timelines, list of infrastructure to be removed, exemptions, and disposal or recycling plans for panels and other components.

3. Financial Summary – 45%

- a. Provide a general description of the financial model to be utilized for construction and operation. Provide an estimated annual project of lease payment to LFUCG either a gross payment or per acre lease rate.
 - i. Please note that PILOT or “Payment in lieu of taxes” may not be applicable for this project due to LFUCG’s ownership and non-tax status of the subject property. LFUCG is not interested in owning or operating the solar facility.
 - ii. Total Lifecycle cost from development to post decommissioning restoration must be included for review.
 - 1. Decommissioning cost MUST be reflected in the lifecycle financial model.
 - iii. NOTE – LFUCG will be utilizing a **total lifecycle cost to LFUCG** that incorporates revenue, expense, deferred expense, and extended

expenses when calculating the total lifecycle project cost/benefit to LFUCG for each proposal. This figure will be critical in calculating the final score and evaluations of each proposal.

- b. Quantify the economic impacts to Lexington-Fayette County regarding the following categories:
 - i. Employment utilizing local companies and labor in both short term (Construction/Development) and long term (Operations).
 - ii. Availability and direct impacts of local generation of renewable energy with an emphasis on benefiting Fayette County residents and businesses.
 - 1. In an effort to meet LFUCG's renewable energy goals and objectives, LFUCG may choose to include terms in any agreement requiring participation in current or future Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.
- c. The Developer will be required to provide a performance bond in the amount of \$750,000 as part of the execution of the contract. The bonding shall be continuous for the term of the lease. This bond shall be in addition to any decommissioning bond required by the Ky PSC or the Ky Siting Board.
- d. Renewable Energy Credits – Please note in the financial summary how Renewable Energy Credits will be handled in the financial model including anticipated income and model terms.
 - i. LFUCG reserves the right to negotiate for a portion of the RECs as part of the lease compensation package.
- e. Lease Terms - 20-year minimum initial term with 5-year renewal periods after the initial term.
 - i. Lease will only include those areas specifically agreed to during the negotiation process. LFUCG will continue to operate in the areas noted in Table 1.
- f. Confidential financial information – Anything not specifically marked as confidential may be subject to release, as required by the Kentucky Open Records Act.
- g. LFUCG reserves the right to later request the names of any potential offtakers of the electricity generated under a confidentiality agreement.

4. Environmental Compliance Haley Pike Landfill – 10%

- a. As the owner, operator, and permit holder for the Haley Pike Landfill, LFUCG will remain responsible for overall compliance. The Developer will be responsible for all actions, activities, and results of its activities and operations on the leased facility. LFUCG will work closely with the Developer to obtain all required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and KDWM. The Developer shall be responsible for any and all required costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of USS at Haley Pike Landfill. Please ensure your proposal addresses your understanding of the requirements for redevelopment on a landfill and note any staff or contractors that you propose to utilize for compliance.
- b. Please ensure your proposal addresses your understanding of ITC timelines, if utilizing these credits. As this project involves a permitted landfill, approval from the KDWM is required. The Developer should summarize its understanding of KDWM requirements for minor or major modifications to the existing Solid Waste Permit and to make sure those requirements are reflected on the project timeline included with this submittal.
- c. LFUCG will continue with Methane monitoring and Leachate management on leased areas. The Developer must ensure their activities do not impact or interfere with either activity.
- d.

5. Social and Educational Impacts and Initiatives 5%

- a. Imagine Lexington: 2045 Comprehensive Plan sets a communitywide net zero greenhouse gas emissions goal by 2050. This project represents a tremendous opportunity for LFUCG to strive towards that goal. Additionally, LFUCG has a Sustainability Program and Environmental Education Program to actively engage the public. Please provide an example of your past participation in community Social and Educational programs.
- b. Please provide a brief description of any potential Social or Educational programs or opportunities that you may undertake as a part of this proposal.

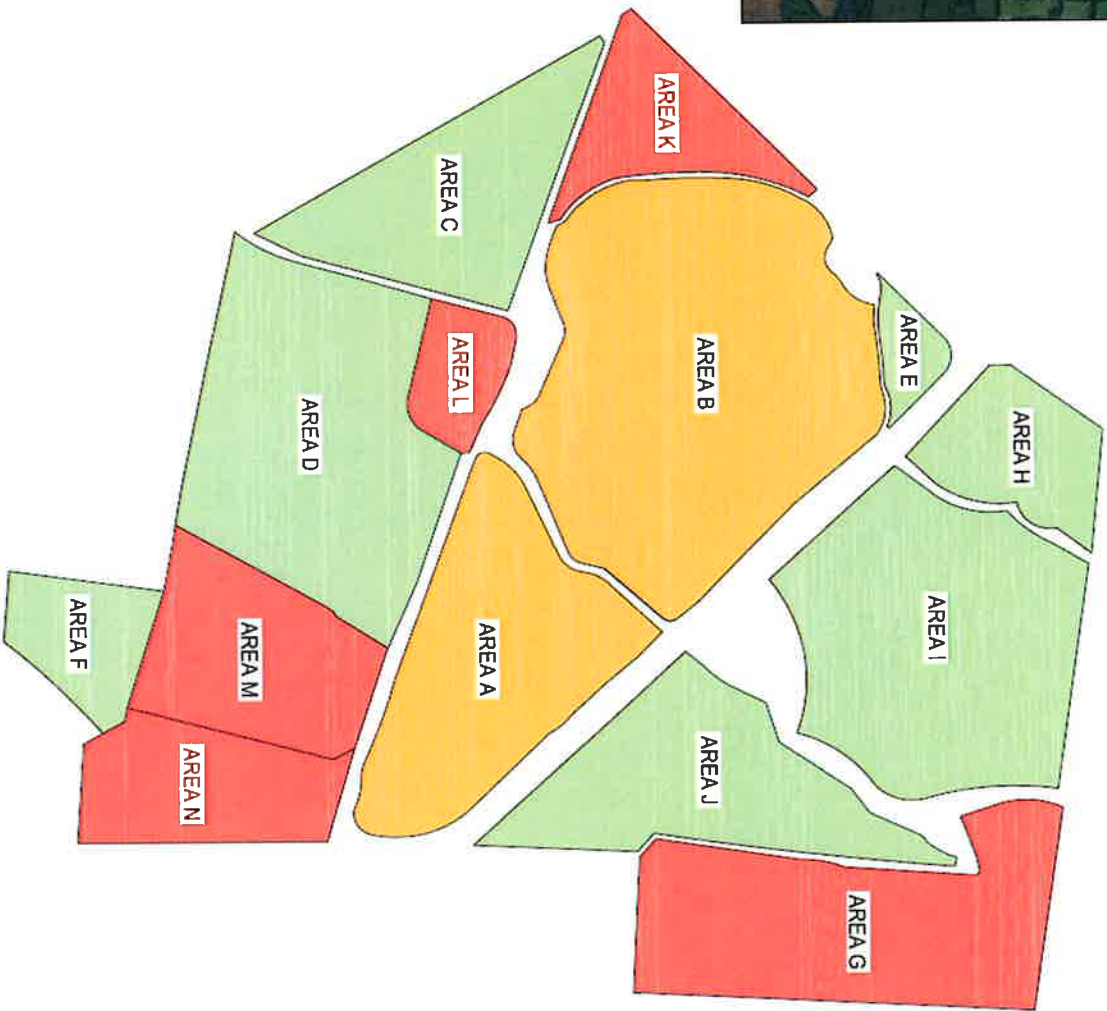
Request for Proposal Scoring

Section	Percent
Background and Qualifications	15
Project Configuration and Technical Details	25
Financial Summary	45

Environmental Compliance	10
Social and Educational Initiatives	5

Table 1 - Area Breakdown

Area	Name/Use	Approximate Acreage	Note
A	Closed Cell	53	Required to be used for PV Array Lease
B	Closed Cell	105	Required to be used for PV Array Lease
C	Unused	39	Available for PV Array Lease
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 - 10 acres
E	Unused	6	Available for PV Array Lease
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. It would only be available for PV Array Lease if the cost to relocate those operations is borne solely by the Developer.
H	Permitted unused cell	20	Available for PV Array Lease
I	Permitted unused cell	69	Available for PV Array Lease
J	Permitted unused cell	42	Available for PV Array Lease
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease
M	Leased - Creech	32	Leased - Not available for Lease
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease



LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

- A Closed Landfill
- B Closed Landfill
- C Vacant Land
- D Leased Area for Model Airplane Club
- E Vacant Land
- F Vacant Land
- G Irrigation Field
- H Permitted Future Landfill
- I Permitted Future Landfill
- J Permitted Future Landfill
- K Wetland Treatment System
- L LFUGG Operational Area
- M Creach Services
- N LFUGG Mulch Area



PRELIMINARY
DESIGN

Halcy Plke Landfill
4216 Hedger Lane
Lexington, KY 40516

Area Key

NO.	DATE	BY	DESCRIPTION

PV101



 **SOCIAL IMPACT SOLARSM**

 **EDELEN
RENEWABLES**
Social Impact SolarSM

**A Proposal to Lexington-Fayette Urban County Government
to deliver Haley Pike Solar Project**

Submission in Response to Request for Proposals

RFP Number: 35-2025

RFP Title: Haley Pike Solar Lease

**Applicant: Social Impact Solar LLC,
a platform of Edelen Renewables**

Contact: Adam Edelen, Manager, Social Impact Solar LLC

Founder & CEO, Edelen Renewables

adam@edelenrenewables.com | 859-977-6267

AFFIDAVIT

Comes the Affiant, Adam Edelen, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Adam Edelen and he/she is the individual submitting the proposal or is the authorized representative of Social Impact Solar LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

CONTINUED ON NEXT PAGE

Further, Affiant sayeth naught.




STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Adam Edelen on this the 22nd day of September, 2025.

My Commission expires: Sept 27, 2027



NOTARY PUBLIC, STATE AT LARGE
KYNIP 179826

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.


Signature

Social Impact Solar, LLC
Name of Business

Firm Submitting Proposal: Social Impact Solar, LLC
A platform entity of Edelen Renewables

Complete Address: 175 E. Main Street, Ste 300
Lexington, KY 40507

Contact Name: Adam Edelen

Title: Manager

Telephone Number: 859-977-6267

Fax Number: 859-788-3240

Email Address adam@edelenrenewables.com

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;

- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

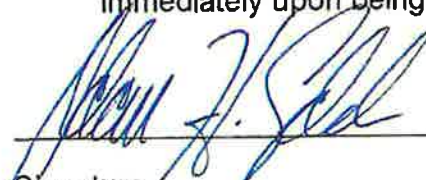
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy

of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature



Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom); or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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Appendices

Appendix A: Tracker Spec Sheet #1: GameChange Genius Tracker 1P

Appendix B: Fixed Rack Spec Sheet #2: GameChange Pour-in-Place Ballasted Ground System

Appendix C: Fixed Rack: GameChange Pour-in-Place Ballasted Ground System Diagram

Appendix D: Inverter Spec Sheet: SMA Medium Voltage Power Station

Appendix E: Landfill cap transportation and laydown protective measures (examples)

Appendix F: Water Quality Management Fee Calculations

1. Background and Qualifications

Company Background

Edelen Strategic Ventures LLC, dba Edelen Renewables, was established in 2016 with headquarters in Lexington, Kentucky. Since then, the firm has opened satellite offices in downtown Hazard, Kentucky and Water Valley, Mississippi.

In 2024, Edelen Renewables (ER) introduced Social Impact Solar LLC (SIS), a platform entity to host new project development efforts. All projects are staffed by the Edelen Renewables team and our partners. ER and SIS have a management agreement in place, and Edelen Strategic Ventures LLC (dba Edelen Renewables) holds the majority ownership of Social Impact Solar LLC. The remainder of the SIS LLC investors have no voting rights or decision-making authority; they only have an economic interest. This application by **Edelen Renewables and Social Impact Solar LLC (“ER/SIS”)** is submitted under the authority of the described management structure.

Edelen Renewables/Social Impact Solar LLC (ER/SIS) is the only solar development firm in America with a sole focus on socially impactful projects that provide the triple-bottom line return of meeting the climate challenge, driving economic transition in forgotten communities, and creating legacy impact for offtakers and communities alike.

Spanning Appalachia to Nations, Tribes, and Pueblos, ER/SIS is bringing the promise of renewable energy to the forgotten places, where coalminers and oil and gas workers powered the industrial development of America for a century. Squaring that deal – putting displaced energy workers back to work in a new, greener economy – is our passion. And our business. Our growing portfolio prioritizes brownfield redevelopment to target energy facility development on areas previously disturbed and to create new value from often stranded assets.

From land acquisition, facilitating public engagement and incentives, and shepherding projects through regulatory processes, to securing corporate offtake agreements (e.g., virtual power purchase agreements), we utilize a “boots-on-the-ground” approach to produce results for communities across America.

Key Staff

Adam Edelen, Founder and CEO of Edelen Renewables – and Manager of Social Impact Solar LLC – is a proven leader in public service and renewable energy. At Edelen Renewables, he pioneers renewable energy projects that create economic opportunity

in energy communities. A former Kentucky elected official, he's known for bipartisan, results-driven leadership and a commitment to social impact.

David Absher, Chief Development Officer at Edelen Renewables, brings decades of leadership in sustainability and innovation from his career at Toyota. A native of Eastern Kentucky, he led major environmental initiatives, including Toyota's Environmental Challenge 2050. He also led the renewable energy programs for Toyota Motor North America. At Edelen Renewables, he oversees Design Solutions, helping partners meet energy and economic goals through community-focused renewable energy strategies.

Amy Samples, Chief Operating Officer of Edelen Renewables, has two decades of experience in organizational management. She first joined Edelen Renewables in 2023 as Chief of Staff, and she continues to support the team to advance the social impact mission.

Tim Hennessy, Chief Engineer, has a diverse background as a senior executive and leader of technology and energy service companies. He is both a technical expert and solutions innovator, pioneering advanced energy solutions and products for multinational corporations and early-stage companies.

Lee Ullman, Director of Structured Finance at Edelen Renewables, is an experienced attorney and entrepreneur with a background in real estate and renewable energy. Since 2009, he has led over 40 energy partnerships and structured more than \$1 billion in projects across solar, natural gas, carbon sequestration, and EV infrastructure.

Brad Clark, Vice President of Social Impact, is a twenty-year educator, workforce development, and economic development leader. Brad has demonstrated expertise in designing and implementing multi-stakeholder community engagement models that increase local employment and workforce outcomes, develop community benefit programs, and maximize economic and social impact at the local level.

Haley Pike Solar Project Core Team

Edelen Renewables/Social Impact Solar LLC (ER/SIS) proposes to deliver the **Haley Pike Solar Project (HPSP)** as a **67.4 MW DC renewable energy facility** at the city LFUCG-owned landfill. Design and delivery of the renewable energy generation system and the day-to-day project management will be overseen by David Absher, Chief Development Officer with design guidance by Tim Hennessy, Chief Engineer. Adam Edelen, Chief Executive Officer, and Amy Samples, Chief Operating Officer, will track and manage overall project progress and collaboration with Lexington-Fayette Urban County Government (LFUCG). Brad Clark, Vice President of Social Impact will be the

liaison for social programs. Lee Ullman, Director of Structured Finance will oversee the establishment of bonds and project finance.

Through a competitive request for proposals, an engineering, procurement, and construction (EPC) firm will be selected to deliver the project. The EPC's assigned Project Manager will be a critical member of the core team. A short-list of competitive and regional EPC firms is in place and the RFP will be circulated for open review. A representative from Lexington-Fayette Urban County Government (LFUCG) will be invited to participate regularly in project meetings. Representatives from regulatory agencies with jurisdiction over the landfill property and its use will be engaged, as per the plans outlined below. This will include the Kentucky Energy and Environmental Cabinet (KEEC), Kentucky Division of Waste Management (KDWM), LFUCG Environmental Quality & Public Works (EQPW), LFUCG Planning Commission, LFUCG Division of Environmental Services. ER/SIS will also present the HPSP to the Kentucky Public Service Commission (PSC) and Kentucky Siting Board for review and approval.

Experience with Similar Projects

Social Impact Solar LLC, a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables), has completed or is developing the following selected projects:

- Martin County Solar Project is located on a 2,541-acre site in Martin County, Kentucky. In Phase 1 solar installation being constructed on the former Martiki Coal Mine site near the border of West Virginia and Kentucky.
 - Capacity: Phase 1: 200 MW_{AC} (additional phase in consideration)
 - Type: Brownfield, coal-to-solar
 - ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: Savion
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: December 2024 (Phase 1)

- Starfire Solar Project (Perry, Knott, Breathitt Counties, Kentucky)
 - Capacity: 200-400 MW_{AC} (Phase 1-2; Phases 3-4 proposed for a total of 800 MW)
 - Type: Brownfield, coal-to-solar

- ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: BrightNight
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by June 30, 2026. COD by Q4 2030
- Bright Mountain Solar Project (Perry County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - Regulatory Landscape:
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.).
Development partner: Avangrid
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by Q1 2026. COD by Q2 2027
- Paradise Solar Project (Muhlenberg County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.), co-developer
 - Development partner: Established, not yet publicly announced
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, COD anticipated Q4 2027
 - Project webpage: www.paradisesolarproject.com
- ER/SIS partners with [American Farmland Trust](#) and [Reactivate](#) on the Farmers Powering Communities initiative to site community solar projects using Smart SolarSM principles
 - In New York and Illinois, three 6.25 MW solar development projects are underway, with land control and queue positions secured. Four additional

- projects have lease options in negotiation. An additional 18 projects are in the queue at the vetting stage of feasibility assessment.
- [Smart SolarSM principles](#), developed by American Farmland Trust, are used to guide solar projects to meet three main, equally important goals: (1) safeguarding land well-suited for farming and ranching, (2) strengthening farm viability, and (3) accelerating solar energy development.
 - Webpage: fpc.community
- Prior to joining ER, David Absher, Chief Development Officer, was with Toyota for 37 years and has oversaw the development of projects in the small to utility scale range.
 - Toyota Motor North America headquarters, Plano, TX
 - Size of project: 8.9 MW_{AC}
 - Long span mount atop parking garages. No storage. Used on site & exported through ERCOT. Time of Build: 2016
 - Toyota Motor North America, Virtual Power Purchase Agreement (VPPA) and Direct Power Purchase Agreement Projects
 - Size of Projects: 981 MW_{AC}
 - Multiple locations, including KY, WV, AL, MS, TX, MI, CA.
 - Time of Build: 2016 through 2025
 - Tim Hennessy, Chief Engineer, has extensive experience developing federal government related Build America, Buy America (BABA) projects, including:
 - Project located on Arizona/New Mexico border
 - PV+BESS 543MWp and 1100MWH connected at 345kV via a ringbus configuration
 - Project build - 2005/6/7
 - Yield - 2080kWh/kWp
 - Project objective was to firm up using a 16hour strip, the PV energy at a 400MW_{AC} POI

ER/SIS will bring lessons learned and best practices from these projects forward to serve as a strong, local partner to LFUCG, exhibiting a shared premium placed on being a good business partner within our shared community.

Interconnection & Regulatory Experience

As a successful originator and development services provider, the ER/SIS core team has experience with a range of utilities and regulatory bodies, including permitting and the

negotiation of interconnection agreements. Project team has advanced renewables energy projects in the following markets:

- Louisville Gas & Electric – Kentucky Utilities (LG&E-KU)
 - Originated and advancing the Paradise Solar Project (113 MW_{DC} solar in Muhlenberg County, KY)
 - Status: interconnection agreement pending with Kentucky Utilities, full permitting process underway on reclaimed coal mine site
- Tennessee Valley Authority (TVA)
 - Developed 52 MW_{DC} solar project (David Absher)
- PJM Interconnection (PJM)
 - Originated Martin County Solar Project (250 MW_{DC} solar in Kentucky)
 - Developed Black Rock Wind (52 MW_{DC} wind in West Virginia; David Absher)
- MISO:
 - Developed Wildflower Solar (110 MW_{DC} solar in Mississippi; David Absher)
- Southern California Edison (SCE)
 - Advanced BESS project with PV in California (Tim Hennessy)
- Tucson Electric Power (TEP)
 - Advanced PV and BESS in Arizona and New Mexico (Tim Hennessy)
- Tri-State Utilities
 - Advanced Multiple PV projects in Georgia (Tim Hennessy)

Edelen Renewables and Social Impact Solar LLC (ER/SIS) are familiar with navigating the Kentucky Public Service Commission (PSC) and Kentucky Siting Board to gain required approvals for renewable energy projects. This includes establishing industrial revenue bonds and payment in lieu of tax (PILOT) mechanisms to create local economic value.

Successfully Permitted Kentucky Projects (Edelen-contracted portion):

- Martin County Solar Project. 200MW. Local government support secured. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Blue Moon Solar Project. Harrison County. 125MW. Local government support secured. Planning and Zoning approved. State Siting Board Approved. Negotiated and executed IRB/PILOT.
- Bright Mountain Solar Project. Perry County. 85MW. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Stonefield Solar Project. Hardin County. 100MW. Planning and Zoning approved. (Edelen not contracted at present for State Siting Board or IRB/PILOT). Project pending in litigation at present.

- Starfire Solar Project. 200-800MW. Breathitt, Knott, Perry Counties. Local government support secured. State Siting Board approval and IRB/PILOT approved.

Navigating Regulatory Processes

Additionally, the ER/SIS team has navigated the permit and evaluation processes of developing on a landfill. David Absher, Chief Development Officer, has direct experience with navigating development on landfill property, having initiated and managed a landfill gas recovery and power generation system as well as power distribution and delivery system through a 7.5 mile right of way at the Scott County Landfill in Kentucky.

Additional information on the HPSP approach to regulatory compliance is included in the Interconnection and Environmental Compliance sections below.

2. Project Configuration and Technical Details

Photovoltaic Array

ER/SIS proposes a **67.4 MW DC** project installed at the site as indicated in the basic proposed layout shown. The layout may change as the project progresses and changes are made to the final design

The indicative project design is contingent upon final capacity available on the selected utility lines and systems. Any revisions to the indicative project will require remodeling of the design and financial models. The indicative design for the project is based on an effort to optimize the overall utilization of the space available, including targeting a high utilization rate of the closed cell areas.

Schematic

The Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J).

ER/SIS understands that several areas are not available for use and has proposed a site layout to reflect the specifications of the available area.

This project is a **reuse/repurpose project** aiming to provide maximum utilization of the capped landfill cells (Area A & Area B), and an optimized solution for the landfill areas overall. ER/SIS has proposed an indicative layout that places **34.45% of the total array on**

capped landfill Area A and Area B. This signals directly to LFUCG's request for a 25-33% utilization rate of the capped area.

Our analysis shows this utilization is the maximum capacity for the closed cell landfill footprint (Areas A & B). Further study will determine the final ratio of arrays to be placed on the capped and other areas, based on financial outcomes and evaluations that consider yield, capital cost, available tariffs, and current offtake markets available.

Any factor that changes design based on utility system capacity, KEEC/KDWM input regarding design restrictions on the landfill, or other factors as they become known, may affect final design and percentage of capped area used.

The ER/SIS proposal for the Haley Pike Solar Project will utilize Areas A, B, C, D, E, H, I, and J. No activities are planned for Area F, G, K, L, M, or N.

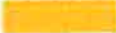


A series of tables and images is provided to further illustrate the HPSP commitment to clarity and compliance.

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown – Annotated for Proposed HPSP Purpose				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.	Area F: 0 of 15 acres used for solar to allow for LFUCG future use
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. Only available for PV if the cost to relocate those operations is borne solely by the Developer.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leach ate System	20	LFUCG Operations - Not available for Lease	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Area O 21.5 acres used for ROW

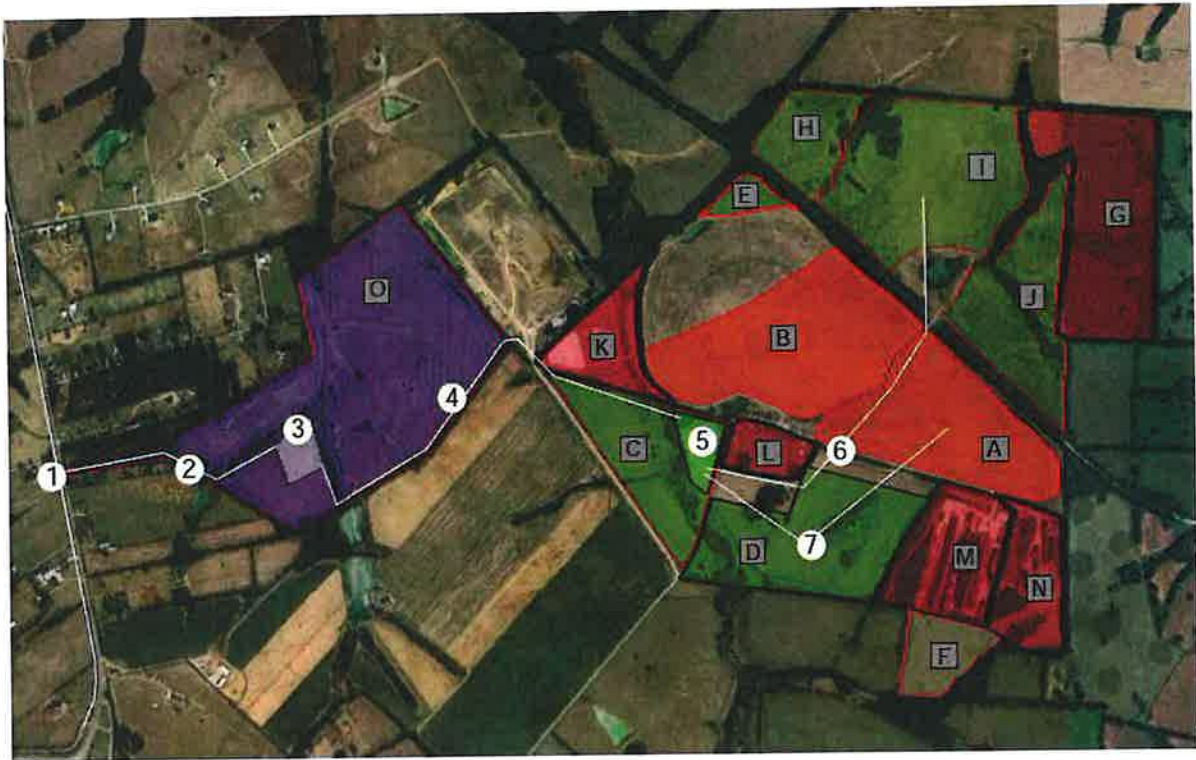
Table B: Utilization Rate for Landfill Cap Areas A and B, yielding an overall 34.45% utilization rate for reuse of the capped landfill. (Calculation: 53+70/357)

Haley Pike Solar Project Land Usage Calculations

	<u>Size Acres</u>	<u>Avail. For solar</u>	<u>Used for Solar</u>	Color Coding per LFUGG
Area A	53	53	53	 50% usable for PV
Area B	105	105	70	
Area C	39	39	39	 90% usable for PV
Area D	68	58	58	
Area E	6	6	6	
Area F	15	0	0	
Area G	59			 Not usable for PV
Area H	20	20	20	
Area I	69	69	69	
Area J	42	42	42	
Area K	20			
Area L	11			
Area M	32			
Area N	26			
	565	392	357	

% of A+B / overall solar	27.96%	40.31%	34.45%
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Image 1: Schematic of land use for HPSP, with notation of known areas.

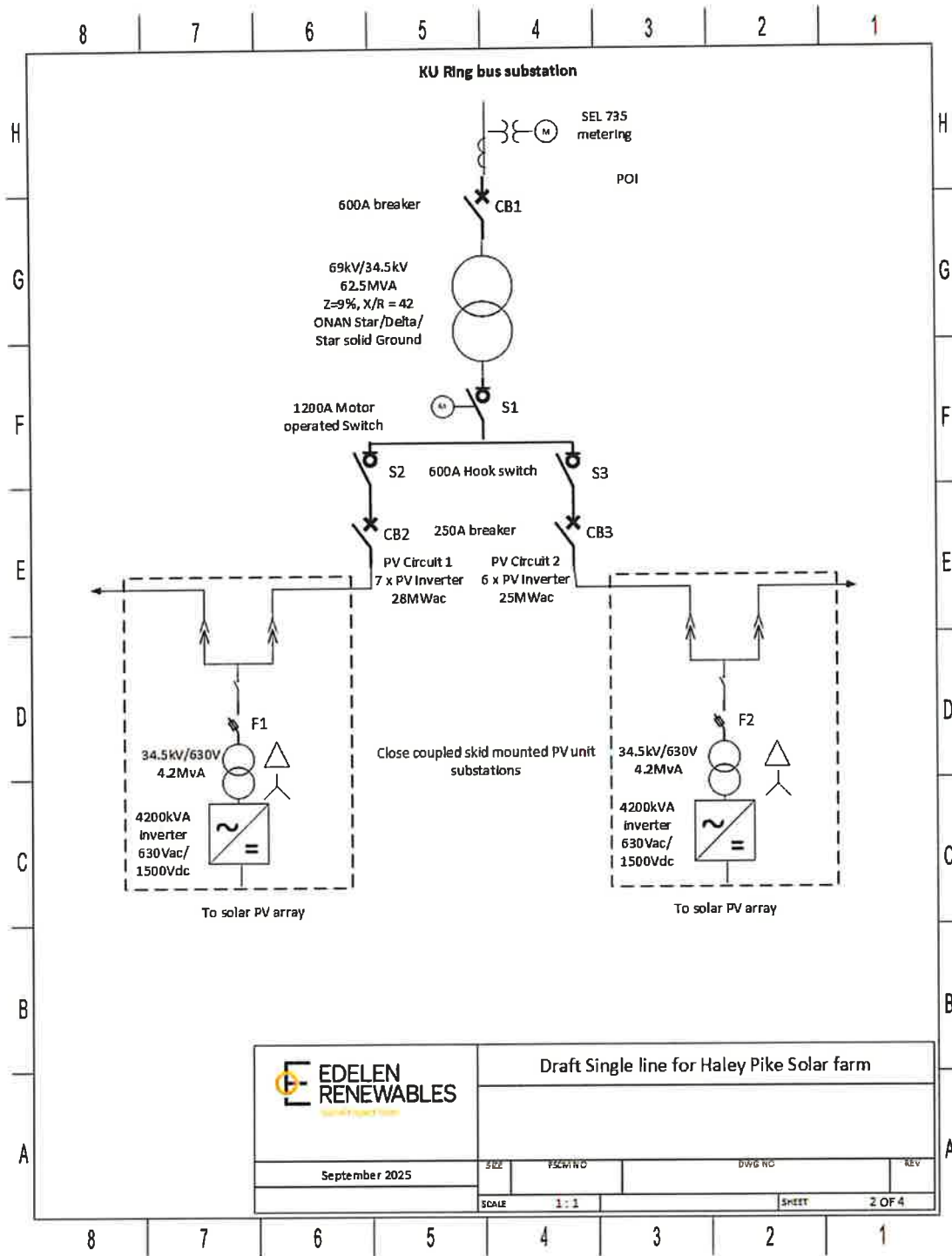


MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way
2	Feeder to Switchyard	Green: LFUCG designated 90% usable land for PV
3	Switchyard	Orange: LFUCG designated 50% usable land for PV
4	Feeder to Array Substation	Red: LFUCG designated 0% usable land for PV
5	Array Substation	No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Image 2: Photovoltaic panel layout developed in PVSyst. Layout includes both fixed tilt (shaded in black) and single axis tracker panel sections (shaded in red).



Image 3: Single Line diagram (SLD) of the engineering specifications for the system connection.

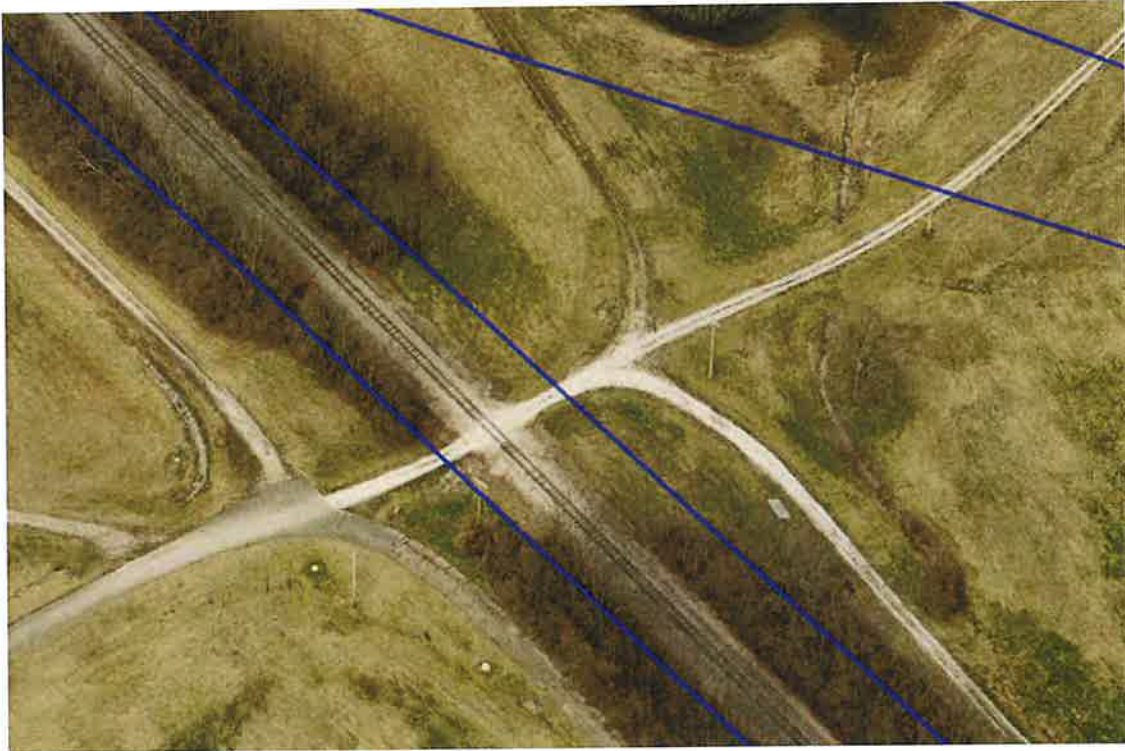


Right of Way

As developer, ER/SIS will acquire the easements and right-of-way (ROW) allowances required for the project. This includes a railway and land crossing for utility access:

- **Railway crossing:** A connector line will need to cross the CSX/RJ Corman rail line and ROW that bisects the landfill property. The project design accounts for the need to cross over the railway with necessary clearance. The agreement for the crossing will be made in negotiation with CSX/RJ Corman; ER/SIS welcomes LFUCG engagement with this process.

Image 4: Aerial image of the railroad crossing where wires already cross the railway. Intention is to cross HPSP lines at this crossing, respecting the existing right of way.



- **Right of Way to Utility Access:** Negotiations with a commercial landowner are underway to secure a right of way for interconnection. The approach will ensure connection to the utility line.

Image 5: Right of Way to utility point of connection line (shaded in yellow); the box outline represents the Switchyard to be constructed (i.e., marker #3 depicted in Image 1).



Equipment and Design

The following general materials will be supplied to the project site for construction:

- Miscellaneous steel
- Support steel posts
- Components (nuts, bolts, clamps, etc.)
- PV modules
- Fixed tilt, trackers and racking equipment and components (See Appendices A, B, and C for specifications)
- DC cabling and combiner boxes
- DC junction boxes
- AC cabling
- Power centers, including inverters (See Appendix D for inverter specifications)

- Electrical switchgear
- Transformers
- Remotely accessible data acquisition system
- All materials related to drainage required by the civil engineering plan
- All electrical conduit and junction boxes
- Concrete equipment pads
- Communications structure or fiber runs

Racking Systems

Our plan will be engineered in coordination with the Kentucky Division of Waste Management (KWWM) and other agencies to not inhibit the current function of the landfill. Any racking systems and or other development that require ground penetration will be carefully designed and coordinated to avoid sensitive areas.

- Borrow Areas/Permitted Future Landfill/Vacant Land: The non-capped areas will use **single axis tracker panels** and a **traditional solar tracking system** designed to maximize yield. A single axis tracking system is a tracking system for solar panels where the pivot of the photovoltaic support structure is installed parallel to the surface. Environmental testing will be conducted to determine the best method to support the trackers (piles or screws, etc.). For more information on the tracking system, refer to Appendix A.
- Closed Cell/Capped Areas:
 - The capped areas will utilize **fixed tilt panels** with a **ballasted racking system** designed to avoid surface penetration; this is the accepted method for landfill solar design. For more information on ballasted racking, refer to Appendix B and C.
 - The system on the capped areas will utilize above-ground cabling systems that do not require ground penetration. Multiple manufacturer systems will be analyzed for incorporation into the design.

Landfill Cap & Transportation Plan

To preserve the integrity of the landfill cap, Areas A and B will use ballasted supports for the solar structures, which are non-penetrating. Fixed tilt ballasted racking will be utilized for all capped areas. Appendices B and C provide proven examples of equipment for fixed tilt ballasted racking. Cabling to connect the arrays will be laid in above-ground cable trays/conduits to link to combiner boxes and central inverters which will be mounted atop the capped areas. This approach preserves the capped area landfill seals.

To limit uncontrolled access, the total area on which the solar modules are installed will be fenced. Any fencing near the closed cell areas will be held to the perimeter (i.e., bottom of grade to skirt the base to avoid puncturing the membrane). Detailed designs will consider the access, spacing, water management/drainage and performance (e.g., north facing slopes to be avoided).

Construction practices for the capped areas will require a specific method. Capped areas will require preassembly of racking and long boom crane placement on or close to locations with onsite assembly at the capped area. Maximum load bearing studies will determine what vehicles can be used onsite and ballasted foundations will be placed and poured onsite using primarily manual or small load means.

Moving some devices, panels, etc., will be necessary and our EPC will utilize light equipment to ensure there is no damage to the capped landfill areas or methane vents. For example, installers may utilize small trailers with a 1,000-pound limit towed by offroad ATV vehicles both equipped with floatation tires. Refer to Appendix E for sample images protective measures for placing and moving equipment on landfill cap.

Storm Water Management & Erosion Control

As referenced in the Water Quality Management Fee section in the Finance section, below, ER/SIS will comply with the Water Quality Management Fees ordinance ([Article16](#)), including adhering to the LFUCG finding that the fee is applicable. Per the Haley Pike Landfill Potential Reuse for Utility Scale Solar Report's noted concern for potential stormwater impact to the site, stormwater management and monitoring through and following the installation of PV panels will be a focus.

The project design will account for stormwater management to ensure adequate surface water runoff management and that established features within the water quality management area, including Wetland Treatment System, are maintained appropriately.

Erosion Control

Erosion control at the panel drip line will be evaluated. Vegetation and drainage systems, with consideration of retaining integrity of the cap membrane will be introduced. Strategies may also include using non-vegetative controls like gravel, erosion blankets, or specialized ground covers beneath the drip lines. This control plan will be determined in the final design phase.

Vegetation Management

The HPSP will focus on low growth vegetation to complement the solar array functionality. Vegetation and habitat considerations will also be informed by agrivoltaics opportunities further described in Section 5 of this proposal.

ER/SIS will conduct an assessment of current vegetation in place to determine if onsite plants qualify as low growth. Site visits appear to indicate the current vegetation is low growth and typical vegetation management is sufficient for the site. If adequate, the current low growth vegetation will be left in place in order to reduce ground disturbance. If the vegetation currently in place is adequate, ER/SIS will request the details of the current vegetation management plan in place with LFUCG and will adopt the plan currently approved and in place for vegetation management, and to be confirmed with other authorities having jurisdiction (AHJs).

For the **Borrow Areas/Permitted Future Landfill/Vacant Land** areas of the site, where suitable low growth vegetation is not present, or the current vegetation is not adequate, native plants, pollinators, and potentially grasses suitable for grazing will be utilized. These sections will facilitate revegetation to complement solar array productivity and may further Comprehensive Plan goals and outcomes (e.g., Theme B: to protect, conserve, and restore landscapes and natural resources).

The **Closed Cell** areas of the landfill will not be replanted unless the vegetation declines due to weather conditions or other factors that may cause a decline in the health and cover of the current vegetation in place. The developer aims to avoid disturbances to the capped areas, including the slopes.

Methane & Leachate Management

The methane vents at the landfill are subject to quarterly monitoring. For example, in Area B, there are 97 methane vents onsite (located approximately every 100' in an offset triangular pattern). HPSP will be designed and constructed to not impact the existing landfill gas collections system. Construction phase will account for navigating around and securing all vents, including safety protocols.

The wetland leachate system (Area K) nor spray field (Area G) will be developed for solar. Monitoring already required and in place will track any impacts which will be addressed and mitigated.

Site Access Control

ER/SIS understand that LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. Any project fencing or other infrastructure installations will be designed to allow for routine access for landfill permit compliance activities.

- Fencing:
 - Additional fencing will be added to limit access to the PV areas
 - All fencing plans will be proposed to LFUCG and will be designed to provide ongoing site access for LFUCG for all required testing and activities.
 - Agrivoltaics/grazing fencing and gating will be considered.
 - Per National Electric Code (NEC) requirements, fencing standard for solar arrays and will be installed (i.e., six-foot chain link with three strings of wire at the top)
- ROW setbacks:
 - As shown in Image 4 (above), the tree line generally marks the railroad ROW and will be left intact.
 - Required railway setback areas are accounted for in the HPSP layout.
- ER/SIS will work with the LFUCG to secure site control at HPLF:
 - The mechanism may entail a written contract or land lease, as negotiated with the City.
 - A special purpose entity (SPE) will be established to hold ownership of the project (i.e., the infrastructure which sits atop the LFUCG-owned land).

Public Service Commission Approval and Interconnection

The developer's intention is to submit the Haley Pike Solar Project for review with the utility as either a Large Qualified Facility or a wholesale power market participant. Determination will be made upon utility system capacity available and market availability for each potential option. The interconnection process will include several key phases:

- Formal Generator Interconnection (GI) analysis by utility,
- Application to Federal Energy Regulatory Commission (FERC) for Large Qualified Facility status – FERC 556 application, if necessary, and
- Transmission Service Request (TSR) application or similar as required by utility.

The project will follow KY Public Service Commission (KPSC) processes to engage the Kentucky Siting Board and the requirements broadly defined in KRS 728 and specific requirements detailed in “Electric Generation and Transmission Siting.”

Utility and permitting approvals

- **Certificate of Public Convenience and Necessity (CPCN):** ER/SIS will file for a Certificate of Public Convenience and Necessity (CPCN) with the Kentucky Public Service Commission (PSC). The PSC is responsible for approving the construction and operation of major new energy infrastructure.
- **Site Compatibility Certificate:** ER/SIS will determine if a Site Compatibility Certificate is necessary before we approach the PSC.
- **Interconnection agreements:** ER/SIS will work with the local utility to establish an interconnection agreement for connecting the solar facility to the power grid. The firm has experience and existing relationships with the utilities in question and with the interconnection process, as summarized in Section 1 of this proposal.
- **Local ordinances and zoning:** ER/SIS will ensure that the project complies with applicable county or city-adopted solar ordinances. The project will need to be approved by the local planning and zoning commission.
 - The landfill property will need to be rezoned for use other than landfill, per the feasibility report’s PV evaluation, solar farms would be permitted. ER/SIS will partner with LFUCG to navigate this process.
 - Fayette County is currently reviewing zoning rules via a Zoning Ordinance Text Amendment (ZOTA) to regulate solar energy systems. The current proposal prohibits large-scale, ground-mounted solar farms (i.e., over 5 acres) Agricultural-Rural zones. Although the Planning Commission has approved language banning industrial-scale solar in agricultural zones, the full ordinance has not yet been finalized, and ongoing workgroup discussions are in process to refine the terms (e.g., limits, vegetative cover, land management plans). As the HPSP is a **reuse/repurpose project on a brownfield**, it is the developer’s view that this potential restriction will not apply.

Post-Construction Monitoring & Safety Measures

The firm and engaged contractors will establish standards and expectations regarding workplace injuries and incidents. ER/SIS considers only one standard to be acceptable:

zero injuries in all facets of our business and the firm requires the same from subcontractors.

The Safety Management System provides the tools to integrate safety into work planning and execution throughout the organization and on all projects, the system entails:

- A Safety Policy that establishes vision and values,
- Safety Principles that guide decisions, planning and work performance,
- Safety Standards that are set forth in the Health & Safety manuals for operations, construction, maintenance and offices, and
- Safety Plans and Procedures that include site-specific safety plans, safety improvement plans for all plants and projects, and manuals tailored to site-specific safety programs.

ER/SIS follows a cycle of continuous improvement through planning, implementation, performance, measurement, assessment and improvement.

Based on established processes and procedures, ER/SIS fosters a safe working environment through training, communication and quality execution. The firm works closely with customers/clients to solicit feedback and has/will integrate “lessons learned” into all projects and safety programs.

ER/SIS will select an EPC firm that will issue a safety control plan for the construction work at the site. ER/SIS and our partners will assume responsibility for contractors and will supply LFUCG with the safety plan.

System Design Considerations for Arc Hazard Control & Ongoing Safety

All electrical engineering design shall meet applicable codes and standards and the requirements of the interconnecting utility. Specific considerations:

- The engineering and design include the appropriate sizing and cabling (above and below ground) that will connect all applicable equipment to the point of interconnection.
- The Plant electrical system shall be designed for electrical system losses on the DC wiring system to be no more than 2 percent and losses on the AC wiring system no more than 2 percent.
- All DC disconnects at the inverter(s) and combiner boxes shall include a visible gap when in the open position.
- All protection equipment used throughout the system shall be sized and specified to reduce damage to all components to the utility interconnection point in the event of electrical failure.

- The electrical design shall include the design of equipment grounding and lightning and surge protection for the entire Plant Site.
- A comprehensive surge protection system and a lightning risk assessment will be provided.
- The results of the lightning risk assessment will be the basis for determining the extent of the lightning protection system (LPS) that is required.
- An arc flash study shall be performed per IEEE 1584.
- All communications hardware and software required for system protection and remote monitoring and control will be specified to consider remote access and monitoring.
- All monitoring and communication supplemental equipment and cabling shall be designed and specified.

The developer will work with the landowner (LFUCG) and contracted EPC to confirm details of construction materials and safety requirements.

Response to Electrical Hazards

All types of fault monitoring are typical for a PV system of the scale proposed. The operations and maintenance entity contracted by ER/SIS for the HPSP will conduct live and automated monitoring. Specific measures include:

- O&M entity will oversee emergency response plan and will provide a copy of the plan to LFUCG, with notification to Fire Marshall.
- Reporting of arc faults, electrical interruptions, or departure from standard operating range values will be constantly monitored via Self Contained Automated Data Acquisition and Reporting systems that are typical of PV systems. A remote notification system will notify operations managers of any non-normal events or departures from normal operations.
- System design will adhere to industry standards throughout design and operations and training shall be required for operations to meet all codes and standards.

Protection Design Methods

In accordance with professional practice, adherence to regulations and codes, the electrical system and equipment design and selection consider the likelihood of unforeseen events causing damage or injury. In solar plants Arc Faults warrant specific consideration. An arc flash study shall be performed per IEEE 1584.

Additionally, the following seven (7) protection design methods greatly mitigate such events occurring:

1. Zone selective interlocking (ZSI)
2. Differential relaying
3. Energy-reducing maintenance switching with a local-status indicator
4. Energy-reducing active arc flash mitigation system
5. An instantaneous trip setting. Temporary adjustment of the instantaneous trip setting to achieve arc energy reduction is not permitted.
6. An instantaneous override
7. An approved equivalent means with the local authority having jurisdiction (AHJ)

NFPA 70E ARC Flash Training

All site operators and HPSP staff shall have been trained in accordance with NFPA 70E ARC FLASH requirements along with electrical equipment service, emergency response and treatment, CPR, Contact release, tools and equipment including PPE. Safe working conditions and practice, tagging and lockout procedures form a critical part to the safe site operations. Training references:

- OSHA 29 CFR 1910 – General Industry
 - 29 CFR 1910.269 Subpart R – Special Industries
 - 29 CFR 1910.269 Subpart S – Electrical, General Industry
- OSHA 29 CFR 1926 – Construction Industry
 - 29 CFR 1926 Subpart V – Electric Power Transmission and Distribution, Construction
- ANSI Z535 – Series of Standards for Safety Signs and Tags

Project Timeline

Table C: Haley Pike Solar Project Development Timeline

Action	Estimated Timing
Public announcement of intent and filing of public-private unsolicited proposal to LFUCG	July 2025
Public review and comment period	September 2025
LFUCG Notification to ER/SIS	Below dates assume notification in September 2025
<ul style="list-style-type: none"> • Contract signed (ER/SIS-LFUCG) • Finalize project development timeline • Capacity and process discussion with Utility • Secure right of way with landowner & railway 	Project Month 1: October 2025

	(i.e., Proposal Acceptance Date + 1 Month)
<ul style="list-style-type: none"> • Utility capacity analysis • Prep for Generation Interconnection (GI) and Transmission Service Request (TSR) & Qualified Facility application w/ FERC (if applicable) • Additional economic analysis based on any feedback from LFUCG that impacts design/economics • Preliminary construction plans 	Project Month 2: November 2025
<ul style="list-style-type: none"> • Project design completed (80%) • Confirm permit requirements: <ul style="list-style-type: none"> ○ Secure opinion from the KDWM on use modification. If required, submit “Application for a Major Modification” ○ KPDES Permit review to confirm no impact to WTS • Safe Harbor plan <ul style="list-style-type: none"> ○ Prep material order sequence ○ Ordering material and active preliminary construction work • Confirm state requirements – KPSC, siting, etc. 	Project Month 4: January 2026 <i>GO/NO GO DECISION PERIOD</i>
<ul style="list-style-type: none"> • Continue permit sequence • Confirmation of design plans with LFUCG • Initiate Civil Work – fencing, lighting, etc. 	Project Month 5: February 2026
<ul style="list-style-type: none"> • Construction final planning & kick-off • Interconnection Agreement with Utility 	Project Month 8: May 2026 (construction term estimated at 18 mos.)
<ul style="list-style-type: none"> • Project substantially completed (90%) • Interconnection completed • Final inspections completed • Permission to operate (PTO) granted 	Project Month 26: November 2027
<ul style="list-style-type: none"> • Commercial Operation Dated (COD), anticipated • Punch list corrections 	Project Month 27: December 2027
<ul style="list-style-type: none"> • Operations & Maintenance begins at COD • Initial Term begins (21 years, begins at COD) 	Ongoing from Project Month 28: January 2028 through January 2049
<ul style="list-style-type: none"> • Subsequent Terms, optional: Up to two (2) 7-year extensions (35-year total lease period). Subsequent 21-35 years. 	2049-2063

Investment Tax Credit Timelines

The proposed project development timeline incorporates milestones that are necessary to meet current guidelines to achieve Investment Tax Credit (ITC) Safe Harbor as of September 2025. Safe Harbor requirements are for continuous construction beginning July 2026 or full project completion by December 31, 2027. To preserve options, the project timeline accounts for either of these tracks to qualify for full ITC.

Operations and Maintenance Plan

Ongoing operations and maintenance (O&M) will be provided by contractors engaged by ER/SIS. The broad items for O&M are listed below. This is not comprehensive but covers major items and is based on both National Renewable Energy Laboratory (NREL) benchmarks and agreed upon industry standards.

Local contractors will be engaged to perform vegetation maintenance on the property on an ongoing basis. Every effort will be put forth to identify, engage, and select local subcontractors that employ local workers on the operation, maintenance, security, and land management of the HPSP.

It is understood that the required Performance Bond will be established to ensure operations and maintenance are being conducted at a high standard which will ensure that the project will be capable of producing the energy output expected. Developers will commit to an industry-standard operations and maintenance plan for the HPSP that is designed for a P50 median yield over the period of the contract; further detail can be provided in a PVSyst report.

Table D: Operations and Maintenance Table (activities, frequency)

	Activity	Frequency
1	PV modules cleaning	Biannually
2	PV Inverter testing, protection, fuses, capacitors control	Annually
3	Tracker motors and control testing	Annually
4	DC cable checks sample tests (Pass through string samples)	Annually
5	Grounding inspections and tests	Annually
6	I-V curve tracing per Inverter	Annually
7	Protection (transfer/trip) / High POT – MV (per utility req.)	Every 3 years
8	Plant visual inspections/=hot spot	Biannually
10	Control system / testing, communications/weather stations	Every 3 years

11	Metering	Every 2 years
12	General PV plant: fencing/vegetation clearance, maintenance	Biannually
13	Reporting	Quarterly
14	Compliance/training/updates/ Health and safety	Annually

Decommissioning Plan & Bond

A formal decommissioning plan will be incorporated into the final LFUCG lease documents. The generation system will be decommissioned and dismantled following the end of the lease period, or the end of its useful life.

General decommissioning considerations:

- The KY Division of Waste Management (KDWM) requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.
- Unless otherwise requested by the LFUCG, the decommissioning plan shall, at a minimum, include plans to: remove all above ground facilities; remove any underground components and foundations of above-ground facilities to a depth of three (3) feet below the surface grade of the land in or on which the component was installed; return the land to a substantially similar state as it was prior to the commencement of construction; leave any interconnection or other facilities in place for future use at the completion of the decommissioning process.
- There are no exemptions to the removal of infrastructure added.

A **decommissioning bond** will be secured at a value equal to **\$0.045 per watt of installed watts DC**. The current modeled design is 67,460,000 watts DC (67.46MW_{DC}). If this design were to be the final design, the accompanying bond would equal 67,460,000 W_{DC} X \$.045/w = **\$3,035,700**.

3. Financial Summary

The estimated cost of the Haley Pike Landfill Solar Project is expected to fall within the general costs for this region of the United States. ER/SIS will source a real asset, climate-technology-focused infrastructure financier to support the project. ER/SIS and our development partners will develop a special purpose entity (SPE), to manage project

development. The entity will likely be incorporated as a limited liability corporation (LLC) to manage project administration as the partner entity to collaborate with LFUCG.

Developer Financial Model Description

The financial model used to qualify the project incorporates a detailed financial projection of the production, expected capital costs, revenues, expenses, and tax implications to assess the financial feasibility of the project. The model accurately projects the capital costs of the project on a monthly basis through predevelopment, construction, and post-construction. The combination of the revenues, expenses, and tax benefits are used to ensure that these capital costs can be paid for with industry-standard returns.

Production Calculation

The entire project is accurately modeled in PVSyst, an industry standard design and production calculation software. Given the layout and location of a given project, PVSyst projects the expected solar production over all **8,760 operating hours in a year**. This projection is then inputted into the model along with industry-standard degradation assumptions to yield the expected solar production for every month over the lifespan of the project.

Capital Costs

The model incorporates assumptions for costs to developer as:

- Predevelopment costs such as permitting, engineering, and equipment deposits,
- Construction costs such as the equipment (modules, racking, inverters, transformer/switchgear), interconnection costs, land costs, and any other project-specific costs which are expected, and
- Post-Construction costs such as the payment of fees, legal costs, performance bond, and decommissioning bond.

All these costs are paid on a monthly schedule which allows the model to calculate both the expected construction interest costs and the financial return which the project is expected to provide.

Revenues

This project assumes revenues to the developer from two sources: power sales under the tariff and the sale of Renewable Energy Credits (RECs).

Expenses

The developer's expenses include payment in lieu of taxes (PILOT) for the property tax,

insurance, operations and maintenance cost, lease expenses, and the funding of accounts to pay for the eventual replacement of the inverters in year 15, and for the provision of miscellaneous spares and parts through the lifecycle of the project.

This project will qualify for Investment Tax Credits (ITC), and the ITC plays an integral role in the financials of the project.

Project Cost Overview

The total project capital cost is estimated to be \$88,483,800 which includes the performance and decommissioning bonds as well as reserves for inverter replacement and spares. Renewable energy certificates (RECs) will be retained by the project company and monetized, as required for the project to achieve the desired returns. (Note: LFUCG may purchase RECs, as an option.)

Table E: Estimated Haley Pike Solar Project Costs by Category

Category	Gross Cost	Cost per Watt dc	Fraction of Total
Land Fees	\$197,601	\$0.003	0.22%
Permits	\$819,293	\$0.012	0.93%
Interconnection	\$7,643,016	\$0.113	8.64%
Engineering	\$1,272,999	\$0.019	1.44%
Construction	\$63,322,537	\$0.939	71.56%
Financing	\$10,275,909	\$0.152	11.61%
Fees	\$1,348,620	\$0.020	1.52%
Misc	\$3,603,824	\$0.053	4.07%
Total	\$88,483,800	\$1.312	100.00%

Revenue to LFUCG

Over the initial project period of 21 years (2028-2049), significant revenue will accrue to Lexington Fayette Urban County Government:

- **Estimated Revenue to LFUCG: \$2,261,944 over the initial 21-year project period**
- Delivered as an estimated **\$107,712 annually** for 21 years via a land lease payment, Water Quality Management Fee, and Payment In Lieu of Taxes (PILOT).

The overall per acre payment paid to LFUCG is proposed as **\$301/acre**. ER/SIS is open to negotiation with LFUCG to settle on a mutually agreeable rate and breakdown. This could

include some balancing between three revenue streams envisioned (Water Quality Management Fee, PILOT, and Lease Rate) to deliver equivalent value to LFUCG of approximately \$301/acre.

Table F: Summary of Revenue Sources for LFUCG via the HPSP proposal

Revenue Type	# of Acres Leased	Revenue per Acre	Revenue per Month	Total Revenue Annually
Water Quality Management Fee	357	\$122.18	\$3,635	\$43,617
PILOT (\$500 per MW @ 67.5)	n/a	\$94.54	\$2,813	\$33,750
Lease rate per acre (\$85/acre)	357	\$85.00	\$2,529	\$30,435
TOTAL =		\$301.71	\$8,976	\$107,712

ER/SIS anticipates requiring **357 acres** for the HPSP. Three revenue streams to LFUCG are envisioned, as follows:

Land Lease Revenue

- Land Lease Payment: **\$30,345 annually** over 21-year project period
 - Whereas the feasibility report suggests a \$500-800 lease rate, an alternate lease rate is suggested based on review of equivalent land values.
 - Proposed rate: \$85/acre per year for 357 acres.
 - Sources to corroborate proposed lease rate:
 - \$25/acre on unimproved ground. Source: University of Kentucky, ANR Agent Land Value and Cash Rent Survey AEC 2018-90. Available: <https://agecon.ca.uky.edu/files/kycashrentnew.pdf>
 - \$25.5/acre for pastureland. Source: US Department of Agriculture, Land Value and Tenure 2024. Available: <https://www.ers.usda.gov/topics/farm-economy/land-use-land-value-tenure/farmland-value/>
 - Additionally, there will be an option to extend for two (2) seven-years periods for an additional 14-year revenue stream.

Payment In Lieu of Taxes (PILOT) Revenue

- PILOT: **\$33,700 annually** over 21-year project period
 - Valuation of the proposed PILOT, subject to negotiation: \$500 per MW (67.4 MW_{DC}) for 21 years.
 - The ER/SIS viewpoint on the applicability of the PILOT is that the PILOT

opportunity is applicable to the HPSP. While the leased property is not subject to taxation and therefore would not be PILOT-eligible, the solar array infrastructure atop the leased land will be owned by a for-profit special purpose entity which will be subject to taxes, making the HPSP eligible for PILOT.

- Should the PILOT not be applicable, the Lease Rate will be adjusted to deliver equivalent value to LFUCG (i.e., \$301/acre).

Water Quality Management Fee Revenue

- Water Quality Management Fee with proposed area adjustment: **\$43,617 annually** over 21-year project period.
 - Per the RFP and LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402, LFUCG finds that photovoltaic panels meet the definition of Impervious Surface and that the Water Quality Management Fee should apply.
 - To account for the fact that the solar array includes both fixed and adjustable panels (indicated as “trackers”), the impervious surface calculation requires additional consideration. The proposed single axis (adjustable) panels are equipped with automated trackers to follow the sun for maximum efficiency. These panels are also scheduled to orient perpendicular to the surface at night when no irradiance is available for capture. Therefore, the adjustable tilt of the panels and the perpendicular positioning functionally decrease the overall amount of impervious surface. Therefore, to more accurately calculate impervious surface “area adjustment percentages” were calculated and proposed to inform square footage and the Equivalent residential unit (ERU) multiplier for the \$4.32 rate.
- Water Quality Management Fee calculation with proposed area adjustment: \$122.18 average fee per acre for 357 acres.
 - Details of the calculation are included in Appendix F: Water Quality Management Fee Calculations.

Deferred Expense

- LFUCG will enjoy deferred expense from eliminated mowing and ground management expenses on the Areas that will be developed for solar.
- ER/SIS will assume costs of grounds management as part system operations & maintenance.

Extended Expenses

- As an option, LFUCG may purchase Renewable Energy Certificates (RECs) to offset the LFUCG carbon footprint. ER/SIS and LFUCG may negotiate toward such a

purchase of a subset of the RECs made available through this project. Refer to the RECs section below for more information.

- No required new expenses are expected. For example, access to the site will be via currently existing and maintained roadways.
- Costs for operations and maintenance and insurance through the initial term of the project will be maintained by ER/SIS. The only new/future expenses for LFUCG would occur if LFUCG decided to negotiate ownership of the system (to capture residual values and/or re-power the system) after the initial project term, as an alternative to decommissioning proposed.

Economic Impacts to Lexington-Fayette County

In addition to direct revenue to LFUCG, the Lexington-Fayette County community will experience indirect economic benefits related to the project.

Based on an established commitment to Social Impact SolarSM, ER/SIS will make every effort to identify, engage, and select local subcontractors and unions that employ local workers on the construction, operation, maintenance, security, and land management to support the HPSP. Additionally, a series of local job fairs will be used to recruit and hire individual local laborers and electrical workers (outside of selected subcontractors) for the construction phase of the project. Job projections are estimated at **140 to 200 jobs during the construction phase** and **5 to 10 jobs during operational phase** of the project. During the construction phase of the project, LFUCG can expect an increase in consumer spending and therefore regional gross domestic product on account of the payroll expenditures associated with the project.

The project will be designed and permitted to operate as a Large Qualifying Facility (LQF) within the Federal Energy Regulatory Commission (FERC) and Kentucky Public Service Commission (KPSC) guidelines. As such, all costs to build the project will be borne by the developer and will have **no cost increase impact on the electricity service rates**. The rates for the power are ultimately determined by the Kentucky PSC. Solar facilities have the lowest levelized cost of power of any source of generation and have demonstrated solar is competitive with all other sources of generation.

Performance Bond

ER/SIS will provide a performance bond for the project to ensure Fayette County residents' interests are being met. The performance bond ensures that the project will be completed as designed and at the anticipated cost, and that the project will be operational and

efficient through the term of the lease. The performance bond becomes active at the start of construction.

The surety value of the performance bond ensures that the project will be delivered to a high standard (e.g., that the project will be completed in a timely fashion and generally meets performance as represented). Surety ensures LFUCG will have funds in place to reconcile any deficiencies or alternative resolutions, should such action be required. The cost of procuring this bond has been included in project development, and it will be provided in addition to a decommissioning bond.

Renewable Energy Certificates

A renewable energy certificate (REC) is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs allow businesses and individuals to support renewable energy projects and claim to use renewable electricity, even if their physical location does not have renewable generation, by "unbundling" the renewable attributes from the actual electrons. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. Note: one (1) MWh of generated power equals one (1) REC.

The modeled Year-1 photovoltaic system (P50 – highest probability) output based on the current indicative design is expected to be approximately 167,367 megawatt hours (MWh) per year, therefore delivering **167,367 renewable energy certificates (RECs)**.

Based on the indicative design and modeled output **project should reduce greenhouse gas emissions measured by approximately 37,193 metric ton carbon equivalent (MTCE) per year** based on most recent (2023) Environmental Protection Agency (EPA) information. The HPSP system design will include metering that fulfills the requirements of accepted renewable energy certificate (REC) reporting and compliance.

LFUCG REC Strategy

If LFUCG has interest in the purchase of RECs to advance the Imagine Lexington Comprehensive Plan's net-zero goal and to potentially create cost-savings, ER/SIS will facilitate this exploration.

REC values are determined by the market value of the RECs specific to a given project, and the scale of the project. REC values and monetization of RECS are key components of the

current financial model at the indicative system scale. Any change in design that results in a smaller scale will likely result in increased REC cost value being necessary to achieve project financial viability.

Pricing as proposed:

- The currently assigned value for the RECs created by this project is **\$5-\$7 per REC**
- If desired, LFUCG can pursue RECs through various means. For example, a compensation plan such as a reduction in lease fee or other remedies to offset the value may be negotiated. Or, direct purchase is an option.

LFUCG may negotiate to acquire/purchase RECs. LFUCG will have the opportunity to acquire the RECs at an estimated cost of \$5.00 to \$7.00 per REC, or negotiate this as a displacement of the lease fee paid by ER/SIS to LFUCG. The agreed REC acquisition rate will be informed by the city's load and appetite for RECs (or otherwise capped at the number of available credits, estimated at 167,367 RECs). ER/SIS reserves the right to market any remaining RECs, after LFUCG has confirmed load and related interest in available RECs.

ER/SIS asserts that this is competitive pricing for LFUCG to consider. The RECs made available through the HPSP may be marketed as high-quality, locally created RECs, creating an intangible value in addition to the direct transaction (e.g., messaging about local brownfield reuse, demonstration purposes, etc.).

In addition to any RECs LFUCG may obtain, ER has established relationships with a network of large-scale, industrial and big data corporate partners that have an interest in partnering to offset their carbon footprints. Remaining RECs, therefore, may be structured with an additional renewable energy credit (REC) arrangement for any selected corporate partner(s).

The local hosting utility will likely be the offtaker of the power produced by the proposed solar array. ER/SIS is open to discussing additional options to the REC, such as Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.

Lease Terms

ER/SIS proposes \$85/acre for either of two potential lease term scenarios. The decision between options will be determined in collaboration with LFUCG at the outset of the project. These options are necessary for ER/SIS to fully explore the utility market to determine financial viability at the final design scale of the project based on the capacity

and market values of the utility system(s) we may be able to access, and as agreed by ER/SIS and LFUCG.

The options are:

- Option 1: A 21-year initial term with an option to extend for 7 years at the end of year 21 and an option to extend at the end of year 28, for a total potential lease period of 35 years, or;
- Option 2: A 20-year initial term with an option to extend for 5 years at the end of year 20, an option to extend at the end of year 25, and option to extend at the end of year 30, and an option to extend at the end of year 30, for a total potential lease period of 35 years.

The above proposed lease terms are proposed to match the KY Public Service Commission (PSC) tariff terms and PPA terms.

General timeline for term Option 1, as an example:

- Construction Term: Estimated at 18 months (targeting May 2026 start)
- Initial Term: 21 Years (begins Commercial Operation Date)
- Subsequent Terms: With up to two (2) 7-year extensions (35-year total lease period)

4. Environmental Compliance Haley Pike Landfill

The HPSP design team has considered active permits and best practices for landfill redevelopment. It is understood that LFUCG will remain responsible for overall compliance at the landfill, and concurrently, the HPSP core team will be committed to the project partnership and to ensuring the project does not interfere with compliance requirements.

General measures:

- The project team will work with LFUCG to ensure the solar project does not interfere with compliance obligations, including post-closure requirements.
- LFUCG staff will be engaged in the development process to ensure that compliance is maintained.
- Developer will obtain required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and Kentucky Division of Waste Management (KDWM).

- The Developer will be responsible for costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of the solar facility at the Haley Pike Landfill.

Haley Pike Landfill active permits in consideration:

- Kentucky Department for Environmental Protection, Division of Waste Management (Solid Waste Permit #SW03400007).
 - Relevance: Pertains to regulation of closed landfill cells (Area A and Area B), potential future landfill cells (Areas H, I, J), mulch operations and spray field (Area G).
 - Permit revision required for Area A & B, H, I, and J. No usage of Area G.
 - ER/SIS in collaboration with LFUCG will submit a written request to the Division for Waste Management (DWM) detailing the requested changes (i.e., operational adjustment to allow for solar). The KDEP will determine if the modification is major or minor. In the case of a “major modification” finding, developer will submit the "Application for a Major Modification to a Solid Waste Permit" form ([DEP7016](#)) and provide supporting documents (drawings and calculations), and \$1,000 fee. ER/SIS understands that a major modification may require public notice and fees.
- Kentucky Pollutant Discharge Elimination System (KPDES Permit #KL0092100).
 - Relevance: Ensuring wetland treatment system permit requirements are met (e.g., leachate and water sampling, monitoring discharge in relation to limits).
 - HPSP will survey the Wetland Treatment System upgrades completed in 2024 and commit resources to ensure the addition of panels does not harm the system.
 - Engage LFUCG to understand how Water Quality Management Fee is used in relation to any in situ impact.
 - Should there be an extension in the monitoring period required by the new use of the parcels adjacent to the wetland treatment system, developer will partner with LFUCG to navigate revisions and compliance.

Summary of relevant environmental and landfill regulations

- **Coordination with the Kentucky Energy and Environmental Cabinet (KEEC):** The Kentucky EEC and its Brownfield program offer a full spectrum of resources to developers to help identify barriers and ensure governmental compliance on

redevelopment projects. ER/SIS will work closely with this organization and use these resources to guide and plan an effective strategy to move this project forward.

- **Coordination with the Kentucky Division of Waste Management (KDWM):** The Kentucky EEC's Division of Waste Management (KDWM) oversees landfill closure and post-closure care. The HPSP final design will not interfere with the long-term maintenance and monitoring of the landfill's final cover, ground water monitoring systems, or gas collection systems.
- **Update the post-closure care plan:** ER/SIS will partner with LFUCG to submit a revised post-closure care plan to the KDWM for approval. This updated plan will detail how the landfill will continue to meet regulatory requirements with the new solar infrastructure in place.
- **Environmental performance standards:** The final project design will comply with state environmental performance standards for solid waste site or facility permits, which are outlined in the Kentucky Administrative Regulations (KAR), specifically 401 KAR Chapters 47 and 48.
- **Solar panel disposal plan:** The KDWM requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.

5. Social and Educational Impacts and Initiatives

Edelen Renewables/Social Impact Solar LLC was the first to employ a “Social Impact Solar” approach to ensure communities that host projects are positioned to directly benefit from positive results and legacy impact. Edelen Renewables’ Social Impact SolarSM approach to renewable energy entails a three-pillar approach to ensuring projects deliver legacy, community-scale economic and social impact with a focus on local workforce development.

Image 6: ER branding reflecting service-marked approach and longstanding commitment to Social Impact pillars.

Social Impact SolarSM

- ☛ Prioritizing the hiring and training of local workforce to construct projects.
- ☛ Payments in lieu of taxes tailored to each community's needs.
- ☛ Working closely with local stakeholders to create legacy projects that live beyond the life of the solar project.

At the Haley Pike Landfill site, the ER/SIS team imagines several opportunities for LFUCG to activate additional, achievable projects to increase positive local social impact of the project. These include but are not limited to project messaging aligned to the LFUCG comprehensive plan, framing for demonstration projects, and educational and training opportunities for local citizens.

Past Participation in Community, Social, and Educational Programs

ER/SIS has a demonstrated track record of designing community benefit programs that authentically integrate local stakeholder input, create coalitions of education, workforce, and nonprofit institutions to remove barriers to employment and create measurable improvements to economic, environmental, and social outcomes.

Coal-to-Solar Workforce Development

To support solar development in rural communities, workforce development has been a focus for the firm. For example, as development service providers for the Martin County Solar Project, ER collaborated with local partners to provide training for fifty-seven (57) workers that led to one hundred-seventy-seven (177) industry credentials earned on a utility scale solar project in the rural Appalachian county with the lowest labor force participation rate in Kentucky. These credentials included OSHA-10, HAZWOPER-40, lead/asbestos/mold mitigation, CAT simulation, first aid/CPR/AED, and Northstar digital literacy. Creating transferable skills is an investment in the local workforce that opens doors for future employment opportunities.

To reach these high output workforce impact goals, ER built coalitions with the local Economic Development District, Community and Technical College system, workforce board, regional career center, local and regional nonprofits, and individual advocates

to identify barriers to employment and engagement for local workers, design localized outreach strategies, and increase participation in job fairs.

Furthermore, the first job fair for the Martin County Solar Project had over 500 attendees when local officials anticipated 50 attendees at best. These proven methods for building coalitions and partnerships that remove barriers and increase access to training, credentials, employment, and high-quality wages can be replicated to support local hiring on the HPSP. ER will utilize contract language with the selected EPC contractors to establish preferences and metrics for local hiring to ensure the project yields local and regional investment during construction of the project and once completed, the ongoing management of the site.

Catholic Diocese of Lexington - Net Zero Advisory Board

In April 2024, Bishop John Stowe of the Catholic Diocese of Lexington announced a “net zero” initiative to make the Lexington Diocese the first in America to adopt such a commitment. The diocese has 45,000 members across 59 parishes and 50 counties that span Central and Eastern Kentucky.

The taskforce is chaired by ER Founder and CEO, Adam Edelen, who assembled leaders in sustainability from Alltech, Solar Energy Solutions, Appalachian Regional Healthcare, Lexmark, and Boxcar PR to accelerate the Dioceses' goals, timelines and outcomes so that they will not only be the first Diocese in the world to make such commitments but also the first to bring those commitments to fruition.

Comprehensive Plan & Sustainability Contributions

The Haley Road Solar Project (HPSP) will help to advance the Imagine Lexington: 2045 Comprehensive Plan. The project is fully aligned to the LFUCG objective to pursue community-wide net zero greenhouse gas emissions by 2050 (Goal 2 in the comprehensive plan). Furthermore, Lexington's Race to Net Zero plan addresses the emissions portion of Empower Lexington, the city's overall sustainability plan. As a direct advancement toward these aims, the HPSP yields projected reductions of greenhouse gas emissions measuring approximately **37,193 metric ton carbon equivalent (MTCE)** per year for the lifetime of the project.

Not only does the HPSP represent a tremendous opportunity for LFUCG to strive toward the goal of net zero greenhouse gas emissions by 2050, but the project will also support implementation of or furtherance of additional Comprehensive Plan goals:

- **Theme A: GROWING AND SUSTAINING SUCCESSFUL NEIGHBORS**

- **Goal 2:** Support infill and redevelopment throughout urban service area a strategic component of growth.
- **THEME B: PROTECTING THE ENVIRONMENT**
 - **Goal 1:** Protect water resources by improving urban stormwater and sanitary sewer infrastructure
 - **Goal 2:** Identify and mitigate local impacts of climate change by tracking and reducing Lexington-Fayette County’s carbon footprint and greenhouse gas emissions, and commit to community-wide net zero greenhouse gas emissions by the year 2050.
 - **Goal 3:** Apply environmentally sustainable practices to protect, conserve, and restore landscapes and natural resources.
- **Theme C: CREATING JOBS & PROSPERITY**
 - **Goals 1 and 2:** Support and showcase local assets to further the creation of a variety of jobs AND attract a wide array of employment opportunities that encourage an entrepreneurial spirit and enhance our ability to recruit and retain a talented, creative workforce by establishing opportunities that embrace diversity, equity, and inclusion in our community.
- **Theme E: MAINTAINING A BALANCE BETWEEN PLANNING FOR URBAN USES AND SAFEGUARDING RURAL LAND**
 - **Goals 1 and 4:** Uphold the urban service area concept AND Protect Lexington’s invaluable rural resources and inform long-range planning for housing, infrastructure, community facilities, and economic development by finalizing on the work of the sustainable growth task force and the goal 4 workgroup...for determining long term land use decisions involving the urban service boundary and rural activity centers.
- **Theme F: IMPLEMENTING THE PLAN FOR LEXINGTON FAYETTE COUNTY AND THE BLUEGRASS**
 - **Goals 1, 2, and 3:** Engage and educate the residents of Lexington Fayette County in the planning process AND implement the 2045 comprehensive plan AND increase regional planning to ensure greater collaboration and stewardship of shared resources.

HPSP Social & Educational Programs

LFUCG, ER/SIS, and local education institutions and nonprofits will have the opportunity to frame the HPSP as an initiative to foster community accountability, civic engagement, and showcase Lexington-Fayette County leadership.

The HPSP team anticipates close collaboration with the LFUCG staff responsible for Environmental Quality and Public Works, Sustainability Program, Environmental Education

Program, Comprehensive Plan tracking, and potentially the communications team to deliver and message HPSP outcomes.

The HPSP also represents key collaboration opportunities to deliver Social Impact, including developing and messaging for best practices in land use, agrivoltaics, and local hires/training.

Land Use Best Practices

The proposed project is located 11.5 miles from downtown Lexington, making the site easily accessible for demonstration purposes. If the capacity and land allow, the proposed project will be one of the largest solar arrays installed on a retired landfill in the nation. This scale provides LFUCG the opportunity to demonstrate best-in-class emerging practices for developing brownfields to meet sustainability goals, generate revenue, and offset energy costs, while positioning local elected officials and economic development staff to demonstrate national thought leadership in the ongoing conversation about land use and development as the site is an easy drive for visitors to the downtown city offices.

Initial discussions with the Fayette County Public Schools (FCPS) Office of Innovation leadership have yielded a preliminary concept to introduce a HPSP student task force to potentially guide demonstration project design (informationally) and related messaging, with guidance provided by the ER Vice President of Social Impact. This task force may be called upon to support the programs detailed below.

Additionally, early conversations with the National Association of Development Organizations (NADO) and the National Association of Counties (NACo) note that landfill-to-solar models, like the Haley Pike Solar Project, are of high interest for their members' professional learning, case studies, and conference presentations, positioning our local leaders as national experts on brownfield development, land use, sustainability, and economic development.

Agrivoltaics

Agrivoltaics is the dual use of land for solar energy generation and agriculture. Edelen Renewables is partnered with American Farmland Trust on a separate initiative, titled Farmers Powering Communities, wherein best practices and implementation of agrivoltaics are deployed using national standards agreed upon by the agricultural sector.

As examples of agrivoltaic applications, a selected area within the HPSP layout may include the introduction of native species or grazing species, or the introduction of native pollinators.

Through the conceptualized student task force, the FCPS Office of Innovation has expressed interest to ER/SIS in identifying student leaders across academic and Career

and Technical Education (CTE) pathways – pulling largely from agriculture students at the Locust Trace Agri-Science Center and electrical pathway students at the downtown Hub for Innovative Learning and Leadership – to participate in co-designing potential demonstration project logic models, strategies and outcomes that create opportunities for the next generation of community leaders here in Central Kentucky. The Bluegrass Community and Technical College (BCTC) and additional higher education partners may also be engaged, in partnership with FCPS leaders, to form a coalition that removes barriers and creates access to opportunities for 16-to-25-year-olds interested in the emerging field of agriculture and energy.

Local Hires & Training

Edelen Renewables was the first to employ a “social impact” approach to solar development to ensure the benefits of solar investments are felt locally. In practice, this approach includes:

- Building coalitions of education and workforce partners to remove barriers and create training opportunities for the local workforce
- Intentional recruiting of local workers
- Prioritizing the hiring and training of local workforce to construct projects
- Payments in lieu of taxes tailored to each community’s needs
- Working closely with local stakeholders to create legacy projects that maximize community benefits that live beyond the life of the solar project

Leveraging our trademarked Social Impact SolarSM framework, ER/SIS is committed to recruiting, hiring, and preparing a local workforce to construct the HPSP through local partnerships with the Kentucky Career Center, Kentucky Workforce Innovation Board (KWIB), the Kentucky Solar Energies Industry Association (KYSEIA), BCTC, FCPS and local trade unions, such as LiUNa, International Brotherhood of Electrical Workers (IBEW), the International Union of Operating Engineers, and the Central Midwest Carpenters. Through these partnerships, low barrier workforce training programs and pathways from CTE and academic coursework to solar industry jobs will be codesigned to prepare our local Central Kentucky workforce for the on-the-job tasks and competencies necessary to be employable in the available civil, labor and electrical jobs on the HPSP.

Based on the JEDI tool, managed by National Renewable Energy Laboratory (NREL), industry standards for projecting the number of jobs estimate 140 to 200 jobs during the construction phase and 5 to 10 jobs during the operational phase of the project. All persons employed through this project will be paid prevailing wages based on Lexington, Kentucky metrics. Project and labor elements of the development process will be compliant with federal regulations (2 CFR Part 200 and 2 CFR Part 1500) and EPA-specific

guidelines, including Davis Bacon and Related Acts (DBRA) requirements. Edelen Renewables will comply with DBRA and submit certified payroll reports/submissions on its own behalf and for any subcontractors. That submission will include a Signed Statement of Compliance.

Additionally, ER/SIS will work with training providers such as KY Career Center, Kentucky Workforce Innovation Board (KWIB), Kentucky Community and Technical College System (KCTCS) and local trade unions to recruit and source local subcontractors, create pathways to employment for local workers seeking to enter the solar construction workforce, provide on-the-job training as necessary in service to project outcomes, and ensure that any worker seeking an industry credential is able to earn one through a local provider so that the worker is equipped to earn prevailing wages, get necessary work experience, be more employable on future solar projects, and have the opportunity to earn a stackable credential that leads to upward economic mobility long term.

With close proximity to FCPS, the specialty programs at Locust Trace, and the new HILL program, as well as the BCTC campus, there is ample opportunity to engage the next generation of community leaders in this future-focused project.

CONCLUSION

The Edelen Renewables/Social Impact solar LLC team is well prepared to deliver the Haley Pike Solar Project to supply renewable energy to power the local energy grid, as per the ultimate qualification of transmission system capacity available to inform the final, confirmed scale of the project.

As proposed, the HPSP yields no expected negative impact to rate-payers and will deliver revenue to LFUCG alongside progress toward the Net Zero comprehensive plan goals for our community. Our team is highly qualified and locally invested in positive outcomes for LFUCG – and our offer terms are comprehensive and competitive. The ER/SIS team will welcome any feedback or questions you may have on the Project as proposed.

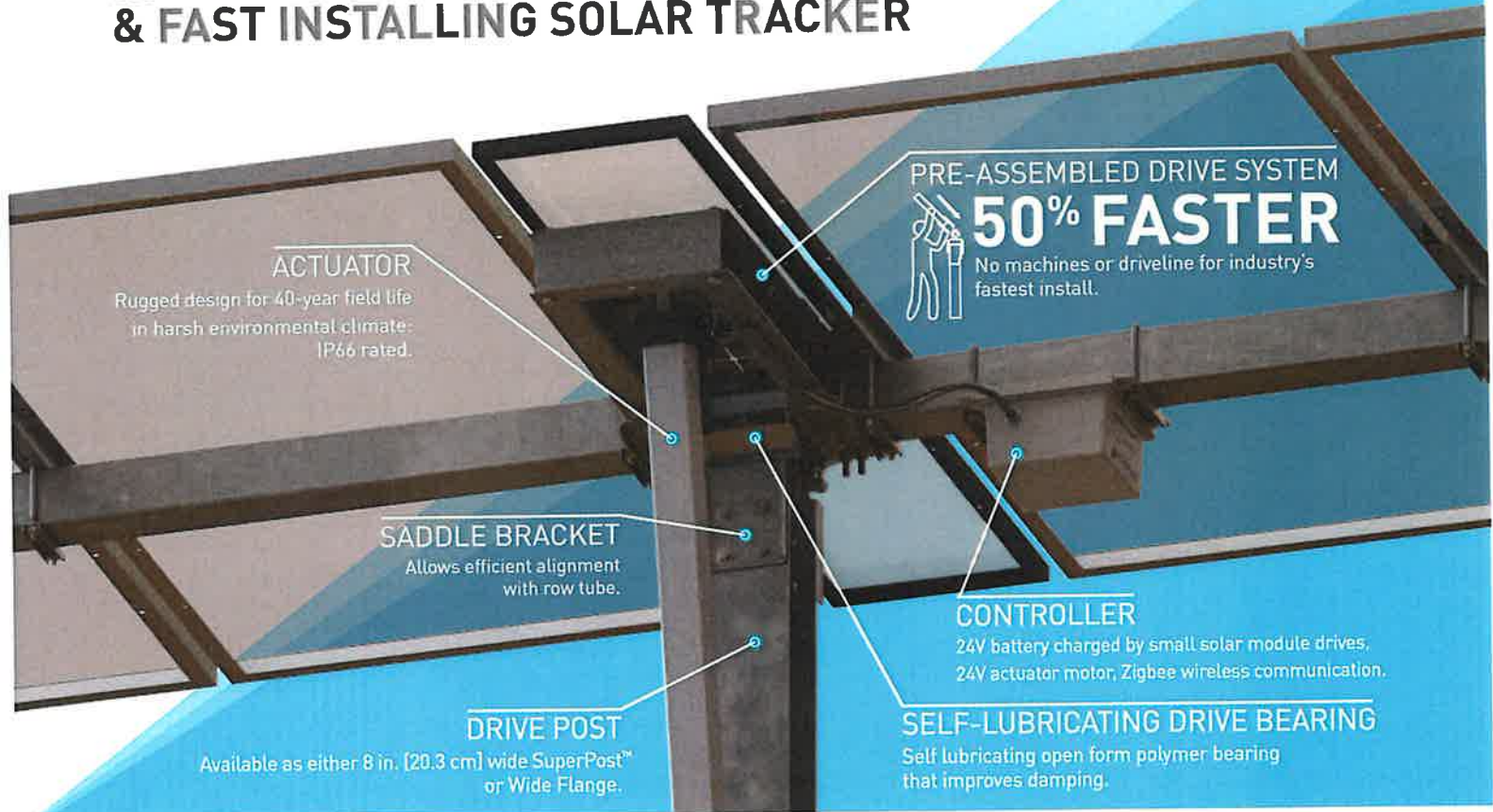
Haley Pike

Solar Project

Appendix A
Tracker Spec Sheet #1:
GameChange Genius
Tracker 1P

TECHNICAL DATASHEET

GENIUS TRACKER™ 1P
HIGH POWER PRODUCING
& FAST INSTALLING SOLAR TRACKER

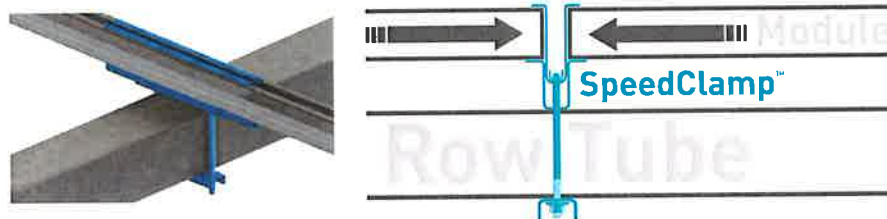


OWNER BENEFITS

UP TO **2%** MORE POWER PRODUCTION
RESULTS IN **HIGHER** KWH OUTPUT
based on project specifics

INSTALLER BENEFITS

200% FASTER INSTALL SPEED WITH **SPEEDCLAMP™** THAN ANY OTHER TRACKER



OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
 Results in higher kWh output.

HIGHER MODULE DENSITY
 Increased row spacing means more time facing the sun and less time running from the shade. Adds up to 5% more power production than competitors.

WEATHERSMART™
 Proprietary algorithm optimizes tilt angle based on weather data to maximize power production. Adds up to 1.25% additional power production.

LOWEST O&M COST
 Lowest grass cutting & module washing cost.

ZERO MAINTENANCE DRIVE SYSTEM

INSTALLER BENEFITS

FASTEST INSTALLING SYSTEM
 Advanced design innovations & pre-assembled components.

SPEEDCLAMP™
 Mounts modules with no mounting hardware, speeds module installation up to 200%.

PRE-ASSEMBLED DRIVE ARM
 Can be lifted by one worker. No machine required. 50% faster than most competing systems.

PE STAMPED DRAWINGS
 Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, IS 875

PROPRIETARY INTEGRATED-HARDWARE™
 Proprietary hardware allows for faster structure assembly, module mounting, and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

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Brimfield, MA, USA

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Modules	Modules Supported	Most commercially available modules, including frameless crystalline and thin film	
Civil	Slope Tolerance (N-S)	7% standard, can go to 15% special order	
	Slope Tolerance (E-W)	15%	
	Tracker follows slope (Y/N)	Yes	
Structural	Drive Type	Robust linear actuator stainless steel & aluminum	
	Posts per MW	350-400/MW for 1 up portrait / 2 up landscape or 250-300/MW for 2 up portrait	
	Design Wind Load	105 mph [46.9 m/s](Std) / 130 mph [58.1 m/s](Premium 1) / 160 mph [72 m/s](Premium 2)	
	Snow Load	5 psf [24 kPa](Std) / 20 psf [96 kPa](Premium 1) / 40 psf [1.92 kPa](Premium 2) / 60 psf [2.87 kPa](Premium 3)	
	Tracking Range (Std)	45° - 52°	
	Tracking Range (Premium)	60°	
	Post Sections	Wide Flange or Roll formed posts	
	Coatings	690/120/180 Pregalvanized, ZnMgAl, and HDG available	
	Post Size (Interior) & (Exterior)	6 x 6 in. [15.24 x 15.24 cm] roll form shape or W6x7, W6x9, W6x12 or W6x15 wide flange	
	Motor Foundation	6.5 x 8 in. [16.51 x 20.32 cm] roll form hat or W6x15 or larger wide flange	
	Standard Embedment	5 - 7 ft. [1.52 - 2.13 m]	
	Flood Plain Allowance	Up to 6 ft. [1.83 m]	
	Design	Module Configuration	1 or 2 up in portrait for crystalline & First Solar Series 6", 2 up landscape or 1 or 2 up in portrait for Bifacial, 3 to 4 up landscape for First Solar Series 4"
Length per Table		Up to 500 ft. [150 m]	
Module Attachment		SpeedClamp™ or bolts available for bottom mount frame modules or clamps for glass on glass modules	
Ground Coverage Ratio		0.25 to 0.65	
Rows per Drive		1 drive per tracker(table), distributed drive system	
Powering System		Onboard solar module with battery	
Ground Clearance To Module		18 - 48 in. [45.7 - 121.9 cm] typical	
Min / Max Ground to Top of Post		3'-8" [1.12 m] typical + 9 in. [22.86 cm] min. adjustment range	
Backtracking / Anti-shading		Yes, although can be turned off as requested (i.e. for FS1R modules)	
Temperature Range		-20° C (-40° C also available) + 48° C	
Electromagnetic Interference		Compliant with FCC guidelines/ Applicable sections EN 61000	
Install		Specialty Tools Required	No
		Max Offload for Deliveries	As per customer requirement
Electrical	Tracking Method	Time and location based algorithm	
	String Design	Compatible with any string size	
	Cable Supports	Hole punching per customer requirement for nominal cost	
	Linear Actuator Motor	24V DC UL Listed	
	Parasitic Loss	0 amps	
	Controller Box	Zigbee wireless communications, 24V solar module and battery	
	Control System	Master to Node: Zigbee wireless communications Master to SCADA/DAS: Modbus TCP communications	
	# of Motors	20 to 52 / MW depending on module wattage and loading conditions (35 for typical conditions)	
	1000V System or 1500V System	Both	
	Grounding Method	Tracker structure is part of grounding path per UL 2703	
	UL Compliance	UL 2703 / UL 3703	
	Ingress Protection	IP66 Actuator (NEMA 4 equivalent)	
	# Anemometers	1 per 6 MW - 10 MW typical	
Monitoring System	Web portal interface available Compatible with all standard third party monitoring vendors		
Snow & Flood Sensors	Move modules to optimum location for weather events		
Backup Power	Solar module and battery providing integrated backup - 3 days		
O&M	Warranty	5 year drive & control, 10 year structural standard, 10 / 20 also available	
	Shipping	Max load International - 18.5 to 22.5 metric tons per container USA - 45,000 lbs. [20,411 kg] per truckload, 5,000 lbs. [2,267 kg] maximum bundle size, 2,900 lbs. [1315.4 kg] or other maximum as requested by customers	
Commissioning	Shipping Containers or Flatbeds	Flat beds for structure, dry vans for hardware	
	# Trucks or Containers per MWdc	4 typical for trucks, 5 typical for containers	
	Backfeed required?	No, generator for power as alternative	

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Appendix B
Fixed Rack Spec Sheet #2:
GameChange Pour-in Place
Ballasted Ground System

TECHNICAL DATASHEET

POUR-IN-PLACE™
BALLASTED GROUND SYSTEM

LANDFILL LEADER AND
BEST SOLUTION FOR ROCKY SITES

PLACE
LEAVE BEHIND TUBS

BUILD
SELF LEVELING RACKING

POUR
STANDARD CONCRETE



WHY FIGHT ROCKY GROUND WITH POSTS OR SCREWS?

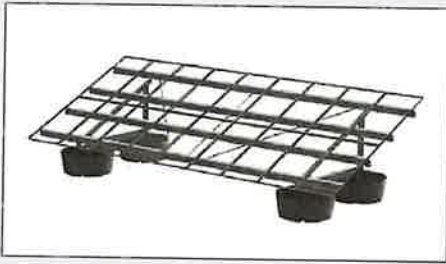
- **68% FASTER THAN PRECAST**
- **MINIMAL IMPACT ON DRAINAGE**

POUR-IN-PLACE™ BALLASTED GROUND SYSTEM

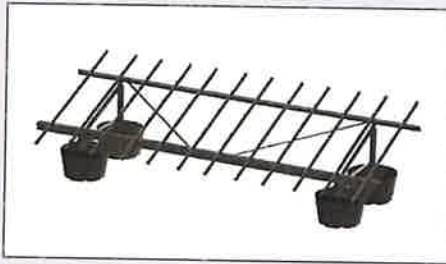
- ✓ Complete your site on time and on budget
- ✓ Peace of mind with risk-free install
- ✓ Up to 20% lower install racking cost than screw or post systems

SCREW OR POST SYSTEMS

- ✗ Slow drilling needed for every hole
- ✗ Slow and uncertain install timeline and budget
- ✗ Up to 25% higher install racking cost for screw or post systems



Pour-in-Place™ Ballasted Ground System has self-leveling technology which enables fast install



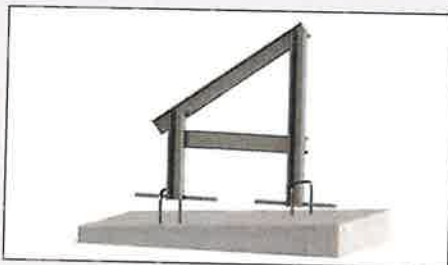
Pour-in-Place™ thin film panel clamps mount using socket head bolts



Slots combine with rail support self-leveling technology enables up to 7" [18 cm] vertical adjustment



Galvanized purlins with integrated wire management tray



Large hoop-shaped brackets slide to enable over 7" [18 cm] of vertical adjustment to facilitate install on ground sloping in all directions

FEATURES

- Pour-in-Place™ Ballasted Ground System: less concrete, faster install, steeper slopes
- Substantial adjustability allows for slopes up to 15%
- Self-leveling technology enables up to 7" [18 cm] total vertical adjustability including use of slots
- No gravel beds or other expensive ground preparations required for leveling as needed for precast - save up to USD 0.05/watt
- Up to 4'-0" [122 cm] high ground clearance to allow for snow and vegetation
- 10° to 35° tilt with multiple inter-row spacing options
- Full layout and engineering analysis for every project
- Integrated grounding and wire management

TEST & CERTIFICATION

- Wind tunnel tested by industry leader CPP and rated for 175 mph [78 m/s] wind speed
- Independent assessment by Black & Veatch
- Rated up to 90 psf [4,300 Pa] snow load
- ETL / UL 2703 tested (similar to the relevant sections of IEC 61215 & 61730)
- Meets IBC and ASCE standards for structural loading
- Warranty 20 years

CALCULATIONS

- PE Stamped Drawings - Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, GB 50009
- 100% code compliant designs for any jurisdiction
- Individual system structural calculations

MATERIAL

- Rail support structure components and module mounting rails: G90+ [20 µm] galvanized steel Standard up to G180 [40 µm] special order.
- HMWPE forms
- Magnicoat bolts and serrated flange nuts for structural member connections
- Module mounting hardware - Top mount: module mounting clips & serrated flange nuts: magnicoat. Bottom mount: hex bolts, serrated flange nuts, star washers: magnicoat
- Integrated grounding with star bolts or toothed module clamps included - both approved under ETL / UL 2703, (similar to the relevant sections of IEC 61215 & 61730)
- Proprietary Integrated Hardware™: For faster structure assembly, module mounting and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

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Appendix C
Fixed Rack: GameChange
Pour-in-Place Ballasted
Ground System Diagram

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Appendix D
Inverter Spec Sheet: SMA
Medium Voltage
Power Station



/ MVPS 4000-S2-US / MVPS 4200-S2-US / MVPS 4400-S2-US / MVPS 4600-S2-US

Medium Voltage Power Station

4000-S2-US / 4200-S2-US /
4400-S2-US / 4600-S2-US

Turnkey solution for PV, storage and
PV plus storage power plants



Robust

- Complete station is UL 1741-listed* for higher safety and lower risk
- Station and all individual components type-tested for maximum reliability
- Optimally suited to extreme ambient conditions with galvanized base frame

Simple Integration

- Plug and play concept
- Completely pre-assembled for easy set-up and commissioning

Cost-Effective

- Fully integrated transformer and switchgear simplifies logistics
- Minimum O&M requirements create lowest cost of ownership

Flexible

- One product for all markets and applications
- Ideally suited for PV applications, PV plus storage (DC coupled) and storage applications (AC coupled)

With the power of the SMA's robust central inverters, the Sunny Central UP or Sunny Central Storage UP, and with perfectly integrated medium-voltage components, the Medium Voltage Power Station (MVPS) offers high power density in a turnkey solution available worldwide.

The solution is the ideal choice for next-generation PV power plants and battery-storage power plants operating at 1500 VDC. Delivered pre-configured on a 20-foot container-integrated skid, the solution is easy to transport and quick to commission. The UL 1741-listed* MVPS combines rigorous plant safety with maximum energy yield and minimized operating risk.

*All individual components are UL or IEEE listed. When specified with Siemens switchgear, the complete platform is UL listed.

MEDIUM VOLTAGE POWER STATION

4000-S2-US / 4200-S2-US

Technical Data	MVPS 4000-S2-US	MVPS 4200-S2-US
Input (DC)		
Available inverters	1 x SC 4000 UP-US or 1 x SCS 3450 UP-US or 1 x SCS 3450 UP-XT-US	1 x SC 4200 UP-US or 1 x SCS 3600 UP-US or 1 x SCS 3600 UP-XT-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3600 kVA	4200 kVA / 3780 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3450 kVA / 2930 kVA	3620 kVA / 3075 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3590 kVA/3000 kVA	3770 kVA / 3150 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3400 kVA	4200 kVA / 3570 kVA
Typical nominal AC voltages	12 kV to 34.5 kV	12 kV to 34.5 kV
AC power frequency	50 Hz / 60 Hz	50 Hz / 60 Hz
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	● / ○ / ○
Transformer cooling methods	KNAN ²⁾	KNAN ²⁾
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	● / ○ / ○
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency	98.7% / 98.6% / 98.5%	
Max. efficiency ³⁾ / European efficiency ²⁾ / CEC weighted efficiency ⁴⁾		
Protective devices	DC load-break switch	
Input-side disconnection point	Medium-voltage vacuum circuit breaker	
Output-side disconnection point	Surge arrester type I	
DC overvoltage protection	●	
Galvanic isolation	IAC A 25 kA 1 s	
Internal arc classification medium-voltage control room (according to IEC 62271-202)		
General data	6058 mm / 2896 mm / 2438 mm	
Dimensions equal to 20-foot HC shipping container (W / H / D)	< 18 t	
Weight	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (max. / partial load / average) ¹⁾	< 370 W	
Self-consumption (stand-by) ¹⁾	● / ○ / ○	
Environment: standard / harsh / harsh+	95% to 100% (2 month per year) / 0% to 95%	
Maximum permissible value for relative humidity (condensing / non-condensing)	● / ○	
Max. operating altitude above mean sea level 1000 m / 2000 m	6500 m ³ /h	
Fresh air consumption of inverter		
Features	Terminal lug	
DC terminal	Outer-cone angle plug	
AC connection	RAL 7004	
Station enclosure color	● / ○ / ○ / ○ / ○ / ○ / ○ / ○	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA		
Medium-voltage switchgear: without / 1 panel / 3 panels / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1 s, partly with UL or ETL Listing	● / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available	MVPS-4000-S2-US	MVPS-4200-S2-US
Type designation		

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.

2) KNAN = Natural ester fluid with natural air cooling

3) For SCS UPS, for other efficiency values check specific inverter datasheet

4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.

6) UL listing of the MVPS skid requires UL listed medium voltage switchgear

* Preliminary

MEDIUM VOLTAGE POWER STATION

4400-S2-US / 4600-S2-US

Technical Data	MVPS 4400-S2-US	MVPS 4600-S2-US
Input (DC)		
Available inverters	1 x SC 4400 UP-US or 1 x SCS 3800 UP-US or 1 x SCS 3800 UP-XT-US or 1 x SCS 4400 UP-S-US	1 x SC 4600 UP-US or 1 x SCS 3950 UP-US or 1 x SCS 3950 UP-XT-US or 1 x SCS 4600 UP-S-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3960 kVA	4600 kVA / 4140 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3800 kVA / 3230 kVA	3960 kVA / 3365 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3950 kVA / 3300 kVA	4130 kVA / 3455 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3740 kVA	4600 kVA / 3910 kVA
Rated power with SCS UPS-US (from -25°C to +35°C / 40°C; optional 50°C) ¹⁾	4400 kVA / 3960 kVA*	4600 kVA / 4140 kVA*
Typical nominal AC voltages	12 kV to 34.5 kV	
AC power frequency	50 Hz / 60 Hz	
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	
Transformer cooling methods	KNAN ²⁾	
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency	98.7% / 98.6% / 98.5%	
Max. efficiency ³⁾ / European efficiency ³⁾ / CEC weighted efficiency ⁴⁾	99.2%	
Max. efficiency of SCS-UPS-US ³⁾		
Protective devices	DC load-break switch	
Input-side disconnection point	Medium-voltage vacuum circuit breaker	
Output-side disconnection point	Surge arrester type I	
DC overvoltage protection	●	
Galvanic isolation	IAC A 25 kA 1 s	
Internal arc classification medium-voltage control room (according to IEC 62271-202)		
General data	6058 mm / 2896 mm / 2438 mm	
Dimensions equal to 20-foot HC shipping container (W / H / D)	< 18 t	
Weight	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (max. / partial load / average) ¹⁾	< 370 W	
Self-consumption (stand-by) ¹⁾	● / ○ / ○	
Environment: standard / harsh / harsh+	95% to 100% (2 month per year) / 0% to 95%	
Maximum permissible value for relative humidity (condensing / non-condensing)	● / ○	
Max. operating altitude above mean sea level 1000 m / 2000 m	6500 m ³ /h	
Fresh air consumption of inverter		
Features	Terminal lug	
DC terminal	Outer-cone angle plug	
AC connection	RAL 7004	
Station enclosure color	● / ○ / ○ / ○ / ○ / ○ / ○	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○ / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1s, partly with UL or ETL listing	● / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available Last revised: 08/2025	MVPS-4400-S2-US	MVPS-4600-S2-US
Type designation		

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.

2) KNAN = Natural ester fluid with natural air cooling

3) Efficiency measured at inverter without internal power supply

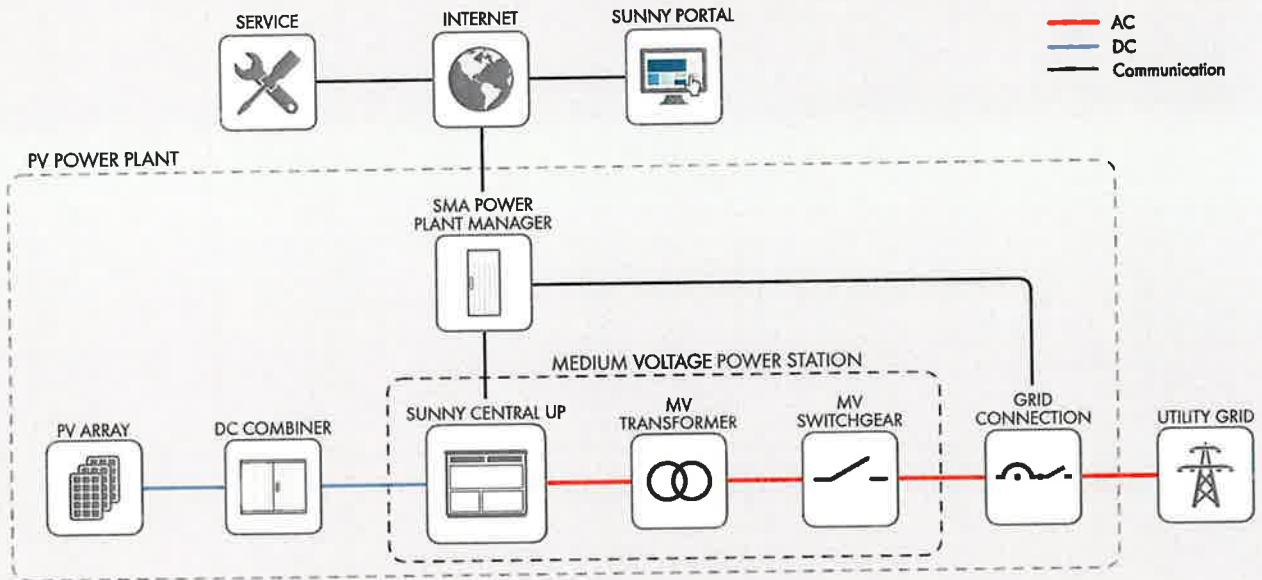
4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.

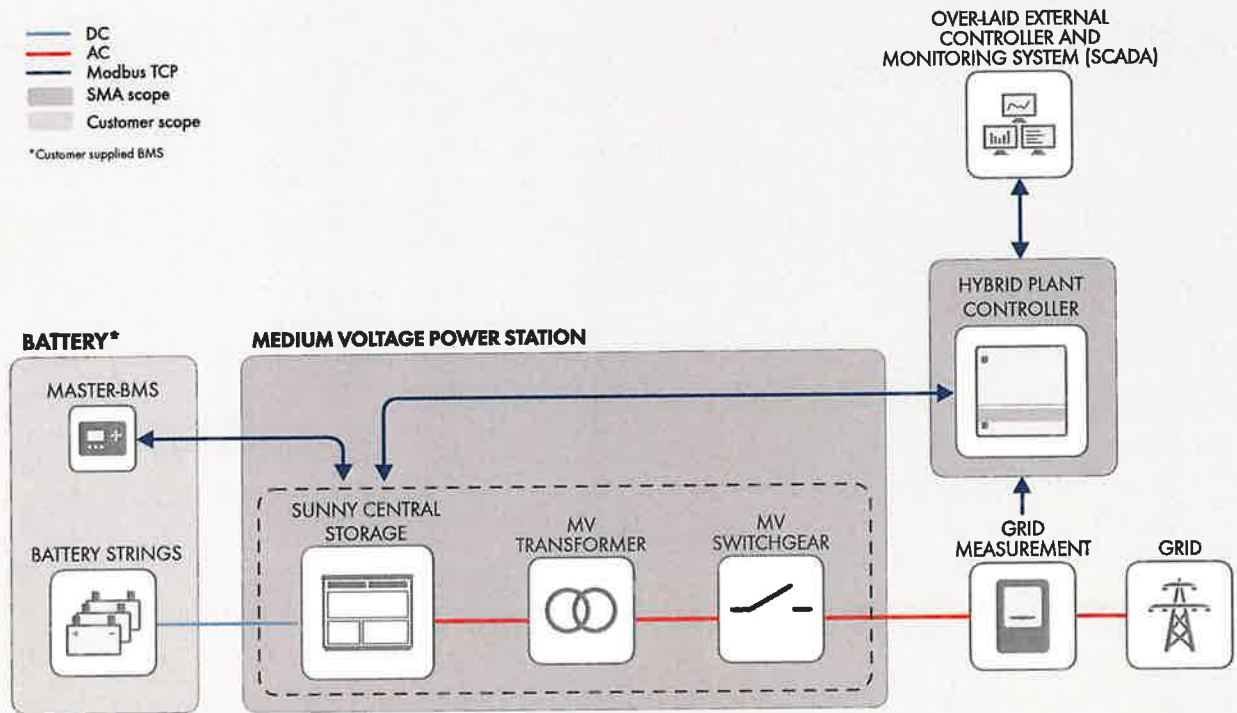
6) UL listing of the MVPS skid requires UL listed medium voltage switchgear

* Preliminary

PV system diagram



Storage system diagram



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MVPS-S2-SC4-D4-0-UP-US-DS-en-2D All products and services described and all technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for typographical or other errors. For current information, please see www.sma.solar.com

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Appendix E
Landfill Cap Transportation and
Laydown Protective Measures
(examples)

Landfill Cap Transportation and Laydown Protective Measures



Example: Light hauling eqpt with floatation tires.
Equipment to be lifted onto capped areas via crane.



Example: ground protection mats for laydown and staging areas etc.

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Appendix F Water Quality Management Fee Calculations

Appendix F: Water Quality Management Fee Calculations

Water Quality Management Fee Calculation

	Number of panels	Panel size Sq Ft	Total Unadjusted Sq Ft	Area Adjustment %	Total Adjusted Sq Ft	Equivalent Residential Unit (ERU)	Rate	Total Monthly Rate	Total Annual Rate	Acres	Fee/Acre/Year
<i>Trackers</i>	63,560	33.5	2,129,260	46.95%	999,642	399.86 \$	4.32 \$	1,727	\$20,729	219	\$ 94.65
<i>Fixed</i>	40,223	33.5	1,347,471	81.92%	1,103,783	441.51 \$	4.32 \$	1,907	\$22,888	138	\$ 165.86
									\$43,617	357	\$ 122.18 Average fee per acre

Tilt Calculation

	Storage at 0 Degrees	Maximum Tilt During Day	Minimum Tilt During Day	Max In Radians	Min In Radians	% Coverage	Max Tilt (+)	% Coverage	Max Tilt (-)	% Coverage	Average Tilt	Total Adjusted Area %
<i>Trackers</i>	50%	35	-35	0.611	-0.611	82%	82%	82%	82%	82%	94%	46.95%
<i>Fixed</i>	0%	Tilt	Tilt in Radians	% Coverage								81.92%
		35	0.611	0.819								

Total Adjusted Area %

81.92%

Panel Type Acreage Calculation

	Number of panels	Panel size sq. ft.	Acres leased for panels	Percentage of Total Panels	Acres per Panel
<i>Trackers</i>	63,560	33.5	357	61.24%	219
<i>Fixed</i>	40,223	33.5	138	38.76%	138
	103,783		357		357



LMAC DO NOT DISTURB FOOTPRINT

Area D



EXHIBIT B

Image © 2025 Airbus

Image Date: 3/3/2025 38003107.50"N 8401744.75"W - elev

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