

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this “**Lease**”) is made as of [_____] __, 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 A**¹ 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 Mortgagee**”).

(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 Mortgage 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

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

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:

Title:

Date:

**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