

**Board Members:**

Charley Bible  
Shannon Coleman Egle  
Paul Fortunato  
Tiffany Gardner  
Bill Fox  
Terry Henley  
J. Ford Little  
Lou Moran, III  
Alvin Nance  
Lisa Rottmann  
Anthony Wise



**The Industrial Development Board of the County of Knox**

Regular Meeting  
Tuesday, April 9, 2024, 4:00 p.m.  
17 Market Square, #201  
Knoxville, Tennessee 37902

**AGENDA**

- I. Call to Order
- ACTION** II. Approval of Minutes from Previous Meeting
  - a) Regular Meeting – March 19, 2024
- ACTION** III. Finance Report
- ACTION** IV. Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox approving the Solar Lease Option Agreement between the Industrial Development Board of the County of Knox and SolAmerica Energy, LLC for up to 30 acres of land at Eastbridge Business Park
- ACTION** V. Consideration of Nominating Committee for Board Member Nominations, Election of Officers, Committee Appointments, and Appointment to Greater Knoxville Foreign Trade Zone Advisory Council
- ACTION** VI. Old Business
  - a) Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox authorizing signatories to approve certain standard contracts related to the operation of the business parks owned by the Industrial Development Board of the County of Knox
- VII. New Business
- VIII. Adjourn



**MINUTES OF THE REGULAR MEETING OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX**

March 19, 2024, 4:00 p.m.

The regular meeting of the Board of Directors of The Industrial Development Board of the County of Knox (the “Industrial Development Board” or “Board”) was held on Tuesday, March 19, 2024, at 4:00 p.m., pursuant to notice duly provided to the Directors and the public. The meeting was held at the offices of the Knoxville Chamber located at 17 Market Square, #201, Knoxville, Tennessee, 37902.

The following Directors were present at the meeting, Tiffany Gardner (Vice Chair), Dr. Anthony Wise, Alvin Nance, Terry Henley, Mike George, Lisa Rottmann, Lou Moran, III, Charley Bible, J. Ford Little, and Bill Fox.

Also, in attendance were Mac McWhorter (Knoxville Chamber), Karen Kakanis (Knoxville Chamber), Caroline Bailey (Knoxville Chamber), Herbert H. Slatery III (Legal Counsel – Egerton, McAfee, Armistead & Davis, P.C.), Samuel C. Louderback (Legal Counsel – Egerton, McAfee, Armistead & Davis, P.C.), Katrina Vargas (Paralegal – Egerton, McAfee, Armistead & Davis, P.C.), Soriya Gast (public observer), James P. Moneyhun, Jr. (Bass Berry & Sims), Joe Petre (Lawler-Wood, LLC), David Varner (Southeast Capital TN), and R. Christopher Trump (Carrasco Trump PLLC).

I. Tiffany Gardner, the Board’s Vice-Chair, called the Industrial Development Board meeting to order. The Agenda of the Industrial Development Board meeting is attached hereto as Exhibit A.

The Industrial Development Board then discussed the following matters and took the following actions as noted:

II. Review/Approve Minutes from Previous Meeting. The Vice-Chair of the meeting asked if there were any changes to the Minutes of the regular meeting held on February 13, 2024.

Upon a motion by Anthony Wise and a second by Bill Fox, the Minutes of the February 13, 2024, meeting was unanimously approved. A copy of the Minutes is attached hereto as Exhibit B.

III. Introduction of Counsel. The Vice-Chair thanked Chris Trump for all his years of representing the Board. Mr. Trump thanked the Board and expressed the privilege of representing the Board for the past 13 years. He introduced Sam Louderback and Herbert Slatery and exited the meeting.

IV. Finance Report. The Vice-Chair recognized Karen Kakanis who presented education on the new accounting, since receiving The Development Company (“TDC”) assets. Included is the most recent TDC audit report. Ms. Kakanis highlighted the transferred items, columns represented, the accounts, source documents, and supporting documents for the reports.

All audits, including the Knox County audit, are provided to the Tennessee Comptroller annually. Ms. Gardner inquired if the Board felt more comfortable with the new reporting and financials and if anyone had additional questions or comments. Ms. Kakanis submitted the report for informational purposes only. A copy of the report and financial statements presented during the report is collectively attached as Exhibit C.

V. Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox approving a utility easement between the Industrial Development Board of the County of Knox and the Knoxville Utilities Board to obtain a utility easement across certain property located at 2330 Holston Bend Dr. in Eastbridge Business Park. The Vice-Chair recognized Mac McWhorter who addressed the Board regarding the proposed Resolution with a computer presentation which included a map and location markers highlighting the proposed easement and related improvements. Mr. McWhorter explained that the easement and related improvements will triple the natural gas capacity for the Eastbridge Business Park and KUB will pay the IDB \$23,000.00. Mr. McWhorter explained that the land for the proposed easement area is undevelopable as it is a preserve.

Upon a motion by Lou Moran and a second by Terry Henley, the resolution approving a utility easement between the Industrial Development Board of the County of Knox and the Knoxville Utilities Board across certain property located at 2330 Holston Bend Dr. in Eastbridge Business Park was unanimously approved. A copy of the Resolution is attached hereto as Exhibit D.

VI. Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox Relating to the Amendment of Revenue Bond (The Change Center Project), Series 2017. The Vice-Chair recognized Jay Moneyhun, Jr. who addressed the Board regarding the proposed Resolution. Mr. Moneyhun provided a brief explanation of the amendment. The amendment will not extend the maturity date, but will simply assist the Change Center's cash flow. Mr. Moneyhun explained that the intent is for The Change Center to pay off the indebtedness before maturity and that the lender (Home Federal) has already consented to this amendment.

Upon a motion by Anthony Wise and a second by Alvin Nance, the Resolution relating to the Amendment of Revenue Bond (The Change Center Project), Series 2017 was unanimously approved. A copy of the Resolution is attached hereto as Exhibit E.

The Vice-Chair of the Board called to order a TEFRA Hearing and asked for public comment. Hearing no comment from the public, the TEFRA hearing was closed. No further action was taken by the Board on such date.

VII. Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox authorizing signatories to approve certain standard contracts related to the operation of the business parks owned by the Industrial Development Board of the County of Knox. The Vice-Chair recognized Mr. McWhorter who addressed the Board regarding the proposed Resolution and explained how the authorizations in the resolution might be used and implemented. Mr. Louderback prompted the Board for input on what this appointment

might look like, which persons would be authorized to sign, what types of documents such signatories would be able to sign, and the parameters for such actions. Mr. Little asked if \$25,000 gives signatories enough flexibility, or if the threshold amount should be higher. Additionally, Mr. Little asked for historical data and information. Ms. Rottmann suggested requiring that a monthly synopsis of items/matters that fell under the purview of this authority be provided to the Board. Ms. Gardner revising the resolution based on comments provided and adding it to the agenda to reevaluate the policy in 6 to 12 months. Mr. Little asked to add a provision to the document adding the reporting provision as suggested by Ms. Rottmann. Mr. Slatery recommended that the report should be ratified at each meeting after the report is given. Ms. Gardner pushed voting on this matter until next month to make the changes per the proposed recommendation and discussion.

VIII. Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox authorizing acceptance of real property and a real estate exchange agreement with Wheeler Properties, LLC, a memorandum of understanding with the County of Knox, Tennessee, and a Standard Design-Build Agreement and General Conditions with Merit Construction, Inc. Mr. Little recused himself from the discussion and vote on this matter. The Vice-Chair recognized Mr. McWhorter who addressed the Board regarding the proposed resolution. Mr. McWhorter provided background information on the proposed transaction and how it is progressing. Wheeler Properties, LLC, an affiliate of Axle Logistics, LLC, owns one lot, and negotiated a land exchange with Knox County for a lot owned by the County on Bernard Ave. Knox County asked the IDB to facilitate the transaction as an intermediary. The IDB will take title to both properties, and Knox County will make certain improvements to the Bernard Ave property as detailed in the memorandum of understanding. The IDB will enter into the Design-Build Agreement with Merit Construction, Inc., for the construction of certain improvements on the Wheeler St. property, which, upon completion, will be used by the Knox County Sheriff's Department, such improvements to be funded in part by Wheeler Properties, LLC and in part by Knox County. Upon completion of the construction of improvements, title to the Bernard property will transfer to Wheeler Properties, LLC, and title to the Wheeler St. property will transfer to Knox County. Ms. Gardner asked if County Commission had already approved this transaction. Mr. McWhorter explained that the County Commission work session approved the transaction. Mr. Louderback explained that Knox County has assumed environmental liability. Mr. Louderback explained that the funding from Wheeler Properties, LLC will be paid in accordance with the pay schedule pursuant to the Design-Build Agreement, and will be applied first, and the Knox County funds will serve as a backstop. Mr. Petre contributed to the discussion and gave background on the process and how it came to be. Discussion was had.

Upon a motion by Lisa Rottmann and a second by Lou Moran, the Resolution regarding the acceptance of real property and a real estate exchange agreement with Wheeler Properties, LLC, a memorandum of understanding with the County of Knox, Tennessee, and a Standard Design-Build Agreement and General Conditions with Merit Construction, Inc was unanimously approved, except Ford Little who recused himself from the vote. A copy of the Resolution is attached hereto as Exhibit F.

IX. Old Business. None.

X. New Business.

(a) Solution to packet size – Mr. McWhorter asked for guidance as to whether any changes to the size of packets for meetings is needed. No changes were suggested.

XI. Next Meeting. The next regular meeting of The Industrial Development Board of the County of Knox is scheduled for April 9, 2024, at 4:00 p.m. at the offices of the Knoxville Chamber located at 17 Market Square, #201, Knoxville, Tennessee.

XII. Adjournment. No further business having come before the Board and upon motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 4:52 p.m.

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Dated

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Shannon Coleman Egle, Secretary

DRAFT

## EXHIBITS

- Exhibit A      Agenda – March 19, 2024
- Exhibit B      Minutes – February 13, 2024
- Exhibit C      Finance Report and Financial Statements
- Exhibit D      Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox approving a utility easement between the Industrial Development Board of the County of Knox and the Knoxville Utilities Board to obtain a utility easement across certain property located at 2330 Holston Bend Dr. in Eastbridge Business Park
- Exhibit E      Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox Relating to the Amendment of Revenue Bond (The Change Center Project), Series 2017
- Exhibit F      Review and Consideration of a resolution of the Board of Directors of the Industrial Development Board of the County of Knox authorizing acceptance of real property and a real estate exchange agreement with Wheeler Properties, LLC, a memorandum of understanding with the County of Knox, Tennessee, and a Standard Design-Build Agreement and General Conditions with Merit Construction, Inc.





**The Industrial Development Board of the County of Knox**  
**Balance Sheet**  
As of March 31, 2024

	<u>As of Mar 31, 2024</u>	<u>As of Mar 31, 2023</u>	<u>Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Bank Accounts</b>				
100-000 Cash - Regions Bank	-	99,605.95	(99,605.95)	-100.00%
101-000 First Horizon Checking	89,181.51	-	89,181.51	
100-700 CGI Grant Pass-through	-	43,000.00	(43,000.00)	-100.00%
100-800 Workforce Training Funds	-	75,000.00	(75,000.00)	-100.00%
101-200 Fairview Reserve	115,920.31	-	115,920.31	
<b>Total 101-000 First Horizon Checking</b>	<b>\$ 205,101.82</b>	<b>\$ 118,000.00</b>	<b>\$ 87,101.82</b>	<b>73.82%</b>
112-000 Grassy Creek - TIF Fund	384.64	80,853.31	(80,468.67)	-99.52%
114-000 Northshore TC TIF Fund - County	10,116.39	752,485.77	(742,369.38)	-98.66%
117-000 ICS Account	2,769,625.88	-	2,769,625.88	
<b>Total Bank Accounts</b>	<b>\$ 2,985,228.73</b>	<b>\$ 1,050,945.03</b>	<b>\$ 1,934,283.70</b>	<b>184.05%</b>
<b>Accounts Receivable</b>				
125-000 Accounts Receivable (A/R)	151,057.88	80,000.00	71,057.88	88.82%
<b>Total Accounts Receivable</b>	<b>\$ 151,057.88</b>	<b>\$ 80,000.00</b>	<b>\$ 71,057.88</b>	<b>88.82%</b>
<b>Other Current Assets</b>				
126-000 Prepaid Expenses	-	-	-	
127-000 Prepaid Insurance	27,341.06	3,970.08	23,370.98	588.68%
<b>Total Other Current Assets</b>	<b>\$ 27,341.06</b>	<b>\$ 3,970.08</b>	<b>\$ 23,370.98</b>	<b>588.68%</b>
<b>Total Current Assets</b>	<b>\$ 3,163,627.67</b>	<b>\$ 1,134,915.11</b>	<b>\$ 2,028,712.56</b>	<b>178.75%</b>
<b>Fixed Assets</b>				
<b>Land</b>				
151-000 Land - Eastbridge Business Park	2,684,541.28	-	2,684,541.28	
152-000 Land - Centerpoint Business Park	397,061.50	-	397,061.50	
155-000 Land - Hardin Business Park	1,051,045.29	-	1,051,045.29	
157-000 Land - Pellissippi Corporate Center	4,472,421.57	-	4,472,421.57	
160-000 Land - Karns Valley Business Park	6,941,167.05	-	6,941,167.05	
161-000 Land - Midway Business Park	23,565,165.40	-	23,565,165.40	
<b>Total Land</b>	<b>\$ 39,111,402.09</b>	<b>\$ -</b>	<b>\$ 39,111,402.09</b>	
<b>Total Fixed Assets</b>	<b>\$ 39,111,402.09</b>	<b>\$ -</b>	<b>\$ 39,111,402.09</b>	
<b>Other Assets</b>				
170-000 Loan to TDC	-	450,000.00	(450,000.00)	-100.00%
<b>Total Other Assets</b>	<b>\$ -</b>	<b>\$ 450,000.00</b>	<b>\$ (450,000.00)</b>	<b>-100.00%</b>
<b>TOTAL ASSETS</b>	<b>\$ 42,275,029.76</b>	<b>\$ 1,584,915.11</b>	<b>\$ 40,690,114.65</b>	<b>2567.34%</b>

**LIABILITIES AND EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

200-000 Accounts Payable	52,131.21	77,093.44	(24,962.23)	-32.38%
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<b>Total Accounts Payable</b>	<b>\$ 52,131.21</b>	<b>\$ 77,093.44</b>	<b>\$ (24,962.23)</b>	<b>-32.38%</b>
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**Other Current Liabilities**

218-000 Accrued Expenses	-	206.06	(206.06)	-100.00%
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220-000 Fairview Refundable Deposits	3,428.53	-	3,428.53	
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245-000 Deferred Revenue	22,544.00	-	22,544.00	
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246-000 Northshore TC TIF - Liability	10,115.10	752,485.77	(742,370.67)	-98.66%
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247-000 Grassy Creek TIF - Liability	384.64	80,853.31	(80,468.67)	-99.52%
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251-000 CGI Reimbursement Liability	43,000.00	43,000.00	-	0.00%
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252-000 Workforce Training Liability	47,500.00	75,000.00	(27,500.00)	-36.67%
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253-000 Beehive Employee Training	33,002.21	-	33,002.21	
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255-000 Innovation Funds	141,694.79	-	141,694.79	
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<b>Total Other Current Liabilities</b>	<b>\$ 301,669.27</b>	<b>\$ 951,545.14</b>	<b>\$ (649,875.87)</b>	<b>-68.30%</b>
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<b>Total Current Liabilities</b>	<b>\$ 353,800.48</b>	<b>\$ 1,028,638.58</b>	<b>\$ (674,838.10)</b>	<b>-65.60%</b>
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<b>Total Liabilities</b>	<b>\$ 353,800.48</b>	<b>\$ 1,028,638.58</b>	<b>\$ (674,838.10)</b>	<b>-65.60%</b>
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**Equity**

300-000 Opening Balance Equity	18,400.68	18,400.68	-	0.00%
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320-000 Retained Earnings	537,875.85	591,668.41	(53,792.56)	-9.09%
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<b>Net Income</b>	<b>41,364,952.75</b>	<b>(53,792.56)</b>	<b>41,418,745.31</b>	<b>76997.16%</b>
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<b>Total Equity</b>	<b>\$ 41,921,229.28</b>	<b>\$ 556,276.53</b>	<b>\$ 41,364,952.75</b>	<b>7436.04%</b>
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<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 42,275,029.76</b>	<b>\$ 1,584,915.11</b>	<b>\$ 40,690,114.65</b>	<b>2567.34%</b>
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**The Industrial Development Board of the County of Knox**  
**Income Statement with Prior Year Comparison**  
For the 12 Periods Ended March 31, 2024

	<u>Apr 2023 - Mar 2024</u>	<u>Apr 2022 - Mar 2023</u>	<u>Change</u>	<u>% Change</u>
<b>Income</b>				
410-000 Interest Revenue	20.03	39.42	(19.39)	-49.19%
415-000 Chamber Funding	164,917.19	-	164,917.19	
416-000 Business Park CAM Fee Revenue	37,157.20	-	37,157.20	
420-000 Base Rent Revenue	8,600.00	10,700.00	(2,100.00)	-19.63%
421-000 Rent Revenue	4,120.88	-	4,120.88	
435-000 Application Revenue	-	10,000.00	(10,000.00)	-100.00%
444-000 Closing Revenue	10.00	1,000.00	(990.00)	-99.00%
446-000 Assignment Fee	-	12,771.02	(12,771.02)	-100.00%
448-000 Fairview Rent Revenue	17,487.32	-	17,487.32	
<b>Total Income</b>	<b>\$ 232,312.62</b>	<b>\$ 34,510.44</b>	<b>\$ 197,802.18</b>	<b>573.17%</b>
<b>Gross Profit</b>	<b>\$ 232,312.62</b>	<b>\$ 34,510.44</b>	<b>\$ 197,802.18</b>	<b>573.17%</b>
<b>Expenses</b>				
502-001 Operating Expenses	1,274.67	1,890.25	(615.58)	-32.57%
503-001 Advertising Expense	1,347.57	1,282.54	65.03	5.07%
507-001 Insurance Expense	18,619.02	4,295.25	14,323.77	333.48%
511-001 Accounting Expense	21,800.00	9,600.00	12,200.00	127.08%
512-001 Legal Expense	60,569.07	22,235.00	38,334.07	172.40%
519-001 Administrative Expense	12,249.99	48,999.96	(36,749.97)	-75.00%
<b>Business Park Operating Expenses</b>				
522-101 Centerpoint Maintenance & Utility	38,323.20	-	38,323.20	
522-102 Eastbridge Maintenance & Utility	17,772.75	-	17,772.75	
522-103 FORIP Maintenance & Utility	2,890.00	-	2,890.00	
522-104 WestBridge Maintenance & Utility	7,290.00	-	7,290.00	
522-106 PCC Maintenance & Utility	9,080.12	-	9,080.12	
522-107 Hardin Maintenance & Utility	7,901.73	-	7,901.73	
522-108 Midway Maintenance & Utility	30,462.72	-	30,462.72	
522-109 Karns Valley Maintenance & Utility	27,341.69	-	27,341.69	
<b>Total Business Park Operating Expenses</b>	<b>\$ 141,062.21</b>	<b>\$ -</b>	<b>\$ 141,062.21</b>	
<b>Fairview Technology Center Expenses</b>				
523-100 Building & Grounds Maintenance	35,345.00	-	35,345.00	
523-101 Fairview Utilities	312.29	-	312.29	
<b>Total Fairview Technology Center Expenses</b>	<b>\$ 35,657.29</b>	<b>\$ -</b>	<b>\$ 35,657.29</b>	
<b>Total Expenses</b>	<b>\$ 292,579.82</b>	<b>\$ 88,303.00</b>	<b>\$ 204,276.82</b>	<b>231.34%</b>
<b>Net Operating Income</b>	<b>\$ (60,267.20)</b>	<b>\$ (53,792.56)</b>	<b>\$ (6,474.64)</b>	<b>-12.04%</b>

**Other Income**

400-100 Interest Revenue - ICS	42,162.83	-	42,162.83	
430-000 PILOT Revenue	404,304.25	426,993.25	(22,689.00)	-5.31%
449-000 Oakwood Rent- Restricted	38,500.00	77,000.00	(38,500.00)	-50.00%
450-000 Grant Revenue	-	500,000.00	(500,000.00)	-100.00%
460-000 Grassy Creek Construction Revenue	-	8,111.55	(8,111.55)	-100.00%
470-000 Workforce Training Funds	-	75,000.00	(75,000.00)	-100.00%
480-000 TDC Land Transfer Revenue	39,088,305.54	-	39,088,305.54	
485-000 TDC Funds Transfer Revenue	3,222,828.88	-	3,222,828.88	
487-000 TDC Accounts Receivable	49,687.30	-	49,687.30	
<b>Total Other Income</b>	<b>\$ 42,845,788.80</b>	<b>\$ 1,087,104.80</b>	<b>\$ 41,758,684.00</b>	<b>3841.27%</b>
<b>Other Expenses</b>				
550-000 Grant Expense	-	500,000.00	(500,000.00)	-100.00%
560-000 Grassy Creek Construction Expense	-	8,111.55	(8,111.55)	-100.00%
561-000 Axle Logistics Parking	250.00	-	250.00	
562-000 HV Bertelkamp Signal	566,014.60	-	566,014.60	
570-000 Workforce Training Expense	-	75,000.00	(75,000.00)	-100.00%
587-001 PILOT Payment Expense	404,304.25	426,993.25	(22,689.00)	-5.31%
587-003 TDC Loan Forgiveness	450,000.00	-	450,000.00	
950-001 Transfer to TDC - Restricted Funds	-	77,000.00	(77,000.00)	-100.00%
<b>Total Other Expenses</b>	<b>\$ 1,420,568.85</b>	<b>\$ 1,087,104.80</b>	<b>\$ 333,464.05</b>	<b>30.67%</b>
<b>Net Other Income</b>	<b>\$ 41,425,219.95</b>	<b>\$ -</b>	<b>\$ 41,425,219.95</b>	
<b>Net Income</b>	<b>\$ 41,364,952.75</b>	<b>\$ (53,792.56)</b>	<b>\$ 41,418,745.31</b>	<b>76997.16%</b>



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING TO A SOLAR LEASE OPTION AGREEMENT WITH SOLAMERICA ENERGY, LLC AND THE GRANTING OF A SOLAR EASEMENT RELATED THERETO**

**April 9, 2024**

**WHEREAS**, The Industrial Development Board of the County of Knox (“IDB”) is a nonprofit public corporation organized by Knox County as an industrial development board pursuant to Tenn. Code Ann. §§7-53-301 et seq. (the “Act”) and as such is a public instrumentality of Knox County performing a public function; and

**WHEREAS**, the IDB’s statutory purposes include financing, owning, and leasing certain real and personal properties, which will have the effect of maintaining and increasing employment and otherwise promoting new industry, commerce and trade in Tennessee and Knox County, in particular; and

**WHEREAS**, pursuant to an Assignment and Assumption of Leases, Development Rights, Contracts and Other Rights dated November 17, 2023, the IDB acquired from The Development Corporation of Knox County, Tennessee, property located at 2330 Holston Bend Drive, Knoxville, Knox County, Tennessee, CLT 042, Parcel 195.49 (the “Real Property”);

**WHEREAS**, the IDB desires to enter into that certain Solar Lease Option Agreement (the “Lease Option Agreement”), with SolAmerica Energy, LLC (“SolAmerica”), whereby the IDB will grant to SolAmerica an option (the “Lease Option”) to enter into a lease agreement with the IDB through which SolAmerica shall have an exclusive leasehold interest in all or a portion of a 30 acre portion of the Real Property as more particularly described in the Lease Option Agreement (the “Premises”);

**WHEREAS**, upon exercise of the Lease Option, the IDB will grant an easement prohibiting obstruction or interference with the free flow of sunshine and solar radiation throughout the entire area of the Premises, including from sources or activities originating on the Real Property (the “Solar Easement”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX:**

1. The Chair or Vice Chair of the Board of Directors of the IDB (the “Board”) is hereby authorized and directed to execute the Lease Option Agreement, and, if the Lease Option is exercised, to grant the Solar Easement.
2. The Chair, Vice Chair, and Secretary/Treasurer of the IDB hereby are, and each of them acting individually hereby is, authorized and directed to execute and deliver all documents and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above, and as otherwise may be reasonably requested by SolAmerica, including without limitation, any and all contracts, easements, closing statements, affidavits, certificates, declarations, plats, and other documents or instruments of any type or kind, provided that, in the opinion of legal counsel to the IDB, the IDB and its agents will not incur any additional obligations or liabilities as a result of granting such easements or otherwise entering into such documents or instruments.
3. Any such request must be received in writing to the IDB by SolAmerica, and the form and content of any such documents or instruments must be acceptable to the IDB’s staff and legal counsel.
4. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

5. All other acts of the officers of the IDB which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

I, \_\_\_\_\_, \_\_\_\_\_ of The Industrial Development Board of the County of Knox, and keeper of the official minutes of the Board of Directors thereof, do hereby certify that this Resolution was duly and lawfully adopted by its Board of Directors on April 9, 2024, at a duly called meeting at which a quorum was acting throughout, and I furthermore certify that such Resolution has not been amended or modified in any respect. Public notice of said meeting was given pursuant to and in compliance with all provisions of law.

The Industrial Development Board  
of the County of Knox

By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_, 2024





## SOLAR LEASE OPTION AGREEMENT

THIS SOLAR LEASE OPTION AGREEMENT (this “Option Agreement”) is made and entered into as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **The Industrial Development Board of the County of Knox**, a public body corporate and politic and an instrument of Knox County, Tennessee, whose address is 17 Market Square #207, Knoxville, TN 37902 (“Landlord”) and **SolAmerica Energy, LLC**, a Georgia limited liability company, whose address is 190 Ottley Dr NE, Studio H, Atlanta, GA 30324 (“Tenant”) (together, the “Parties” and individually, each a “Party”).

1. Basic Provisions. The definitions set forth in the introduction to this Option Agreement are incorporated herein. In addition, the following terms used in this Option Agreement shall have the meanings set forth below:

1.1 “Property”

Those certain parcels of land situated in the County of Knox, State of Tennessee and more particularly described in Exhibit A attached hereto and made a part hereof and together with all rights, privileges and appurtenances pertaining to such real property. Landlord shall provide Tenant with a mutually agreeable revised Exhibit A and description of the Property that more accurately and particularly describes the Property using a legal description. Upon acceptance of such revised Exhibit A and description by Tenant, Landlord hereby authorizes Tenant to replace Exhibit A and the description of the Property with such revised Exhibit A and description. If Landlord fails to provide a mutually agreeable revised Exhibit A and description in a timely manner, then Landlord hereby authorizes Tenant to replace Exhibit A and the description of the Property with a revised Exhibit A and description prepared or provided by Tenant’s surveyor or title insurance or abstract company.

1.2 “Option Area”

The portion of the Property as more particularly described in Exhibit A-1 attached hereto, from which Tenant may select the Premises. Landlord shall provide Tenant with a mutually agreeable revised Exhibit A-1 and description of the Property that more accurately and particularly describes the Option Area using a legal description. Upon acceptance of such revised Exhibit A-1 and description by Tenant, Landlord hereby authorizes Tenant to replace Exhibit A and the description of the Property with such revised Exhibit A-1 and description. If Landlord fails to provide a mutually agreeable revised Exhibit A-1 and description in a timely manner, then Landlord hereby authorizes Tenant to replace Exhibit A-1 and the description of the Property with a revised Exhibit A-1 and description prepared or provided by Tenant’s surveyor or title insurance or abstract company.

- 1.3 “Premises” Portion of the Option Area selected by Tenant for lease upon exercise of this Option Agreement and upon which Tenant may construct the Solar Project (as defined herein). The Parties acknowledge that, as of the Effective Date, Exhibit B-1 depicts an approximation of the Premises. Upon exercise of the Option, Tenant shall have the option, but not the obligation, to update Exhibit B-1 to better describe and depict the Premises subject to the lease, provided that, in lieu of the foregoing, Tenant may simply attach the updated description of the Premises to the Lease Agreement (as defined herein).
- 1.4 “Easements” Has the meaning set forth in Exhibit B.
- 1.5 “Solar Project” One or more solar generation systems and all other equipment, facilities and related improvements for the construction, development and operation of solar generation systems and associated appurtenances, equipment facilities and roadways.
- 1.6 “Option Period” Three (3) years from the Effective Date.
- 1.7 “Option Period Fee” In consideration of the Option granted hereby, Tenant shall pay to Landlord an option fee outlined in the table below (the **“Option Period Fee”**), in accordance with Section 4, unless the Option is earlier terminated as described herein:

<b>Option Period</b>	<b>Option Fee</b>
Year 1	\$5,000 per year
Year 2	\$5,000 per year
Year 3	\$5,000 per year

- 1.8 Addresses for Notices:
- (a) “Landlord Address” The Industrial Development Board  
of the County of Knox  
17 Market Square #207  
Knoxville, TN 37902
- (b) “Tenant Address” SolAmerica Energy, LLC  
Attn: Katie Kearney  
190 Ottley Dr NE  
Studio H  
Atlanta, GA 30324  
(404) 351-8175
- Plus a copy to [Same address as above]  
Attn: Sarah Hogsed

2. Grant of Exclusive Option. Landlord hereby grants to Tenant the irrevocable and exclusive right and option for the Option Period (the “Option”) to enter into a lease agreement through which Tenant shall have an exclusive leasehold interest in all or a portion of the Option Area, as well as a grant of the Easements (the “Lease Agreement”), which Lease Agreement shall contain all of the terms and conditions (without any material modification) set forth in the Summary of Lease Terms attached hereto as Exhibit B and incorporated herein by reference (the “Lease Summary”). The Parties covenant and agree that (i) each Party shall negotiate in good faith and use commercially reasonable efforts to agree on an execution ready form of Lease Agreement within ninety (90) days of the Effective Date of this Option Agreement, (ii) upon agreement on the execution ready form of Lease Agreement, the Parties agree that such form shall be attached hereto as Exhibit E, and (iii) the Lease Agreement attached as Exhibit E hereto shall be entered into by Landlord and Tenant upon the exercise of the Option by Tenant in accordance with Section 6 below, together with all ancillary rights and easements for transmission and access in furtherance of the above-described Solar Project. This Option is made and given on the terms and conditions set forth within this Option Agreement.

3. Access to Option Area for Inspection and Resource Evaluation. Landlord hereby grants Tenant and its employees, agents and permittees (a) the right to review any plans and specifications, surveys, title reports, engineering reports, environmental reports and other agreements or materials in Landlord’s possession or control relating to Property and (b) a non-exclusive license during the Option Period to access the Option Area and Property for the purposes of inspecting, surveying, designing improvements, testing, development and other such related activities as reasonably determined by Tenant to evaluate the feasibility of the Option Area for the Solar Project and to facilitate development of the Solar Project (collectively, the “Diligence Activities”). Tenant shall undertake reasonable efforts to notify Landlord prior to entering the Property during the Option Period for Diligence Activities. During its presence on the Property, Tenant shall cooperate with Landlord to minimize disruption of the operations of Landlord at the Property. Despite anything to the contrary in this Option Agreement, Tenant shall be permitted reasonable access to the Property without prior notice to Landlord.

3.1 Insurance. Tenant shall obtain at the sole cost and expense of Tenant, prior to commencement of any Diligence Activities in, on or about the Property, a policy of commercial general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence that insures against claims for personal injury, bodily injury and property damage attributable to any Diligence Activities.

4. Option Period Fee. Option Period Fee payments shall be due and paid in quarterly increments in advance of each quarter during the Option Period. Landlord shall keep any Option Period Fees paid by Tenant as consideration for the Option granted hereby. Notwithstanding the foregoing, if Landlord breaches any representation or agreement during the Option Period, Landlord will promptly reimburse Tenant the Option Period Fee and any other payments made by Tenant to Landlord, together with any other damages and costs incurred by Tenant; provided, however, that Landlord shall retain Ten Dollars (\$10.00) as consideration for this Option Agreement and the Option granted hereby.

5. Term. The term of the Option shall commence on the Effective Date and shall continue for the Option Period, unless earlier terminated.

6. Exercise of Option. Tenant may exercise the Option at any time during the Option Period, as it may be extended as provided herein, by written notice of exercise to Landlord at the Landlord Address along with delivery of two (2) copies of the Lease Agreement attached as Exhibit E hereto executed by Tenant. Landlord shall, within fifteen (15) days thereafter, execute both copies of the Lease Agreement and the original Memorandum of Lease Agreement attached to the Lease Agreement, cause any such documents which are to be recorded to be properly notarized, and deliver one (1) fully executed original of each to

Tenant. Once the executed Lease Agreement original has been delivered to Tenant by Landlord, the Option shall automatically terminate except as otherwise provided in Section 12.2. Upon Tenant's exercise of the Option, the Option Period shall be automatically extended pending execution of the Lease Agreement. If Landlord refuses to (i) negotiate in good faith to agree upon a form of Lease Agreement to be attached as Exhibit E hereto in accordance with Section 2 hereof, (ii) to execute such Lease Agreement in accordance with this Section 6, or (iii) grant Tenant access and rights to occupy the property to construct, operate and maintain the Solar Project, Landlord will promptly reimburse Tenant the Option Period Fee and any other payments made by Tenant to Landlord, together with any other damages and costs incurred by Tenant; provided, however, that Landlord shall retain Ten Dollars (\$10.00) as consideration for this Option Agreement and the Option granted hereby. Nothing in the foregoing sentence shall prevent or limit Tenant's rights to seek specific performance of Landlord's obligations under this Option Agreement or seek any other rights or remedies available to Tenant at law or in equity as set forth in Section 7.

7. Default and Remedies. If Tenant fails or refuses to perform its obligations under this Option Agreement and such failure or refusal, (a) if monetary in nature, is not cured within ten (10) business days after Tenant's receipt of written notice from Landlord, or (b) if non-monetary in nature, is not cured within thirty (30) days after Tenant's receipt of written notice from Landlord or, if the cure will take longer than thirty (30) days with respect to a default that is subject to this clause (b), Tenant has not begun diligently to undertake the cure within such thirty (30)-day period and thereafter does not prosecute the cure to completion, then Landlord may, as its sole and exclusive remedy, terminate this Option Agreement and retain any Option Period Fee payments previously made by Tenant as full liquidated damages for such Tenant default. The Parties hereby acknowledge the difficulty of ascertaining Landlord's actual damages in such circumstance and agree the foregoing liquidated damages amount represents a good faith resolution thereof and are not a penalty. If Landlord fails or refuses to perform its obligations hereunder, and such failure or refusal is not cured within thirty (30) days after written notice from Tenant, then Tenant's remedy shall be to (i) a refund of all Option Period Fee payments previously made by Tenant; and (ii) any other remedy available to Tenant at law or in equity, including specific performance; provided, however, that Landlord's monetary liability pursuant to clause (ii) shall be limited to Twenty-Five Thousand Dollars (\$25,000) of actual damages incurred by Tenant.

8. Landlord Representations, Warranties and Covenants. Landlord represents and warrants to Tenant that it solely owns good and marketable title to the Property in fee simple, and that Landlord and each person signing this Option Agreement on behalf of Landlord has the full and unrestricted power and legal authority to execute and deliver this Option Agreement and grant the interests herein granted, and that Landlord has taken all necessary and appropriate corporate action to authorize execution of this Option Agreement and consummate the transactions contemplated hereby. All persons having any ownership or possessory interest in the Property (including spouses) are signing this Option Agreement.

8.1 No Interference. Landlord's activities, omissions and any grant of rights Landlord makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, (a) interfere with the Diligence Activities, the Solar Project, access over the Property to such Solar Project; or the undertaking of any other activities permitted hereunder, (b) disturb or alter the Option Area or Property in a manner that may adversely impact the Solar Project development, including but not limited to, altering the topography of the Option Area, constructing improvements on or near the bounds of the Option Area that may alter the Option Area (including insulation levels thereon), or installing underground storage tanks, pipes, or cables in, on or under the Option Area; (c) initiate, impose or consent to any other restriction or modification of the Property or its land use or zoning character, or include the Property in any agricultural or forestal district or any other district that restricts the use of the Property or creates any obligation to pay a penalty or a readjustment in previously paid real estate taxes upon a change in use; or (d) obstruct receipt of and access to insulation on the Option Area. Without limiting the generality of the

foregoing, Landlord shall not engage in any activity that might cause a decrease in the capacity or efficiency of the prospective Solar Project.

8.2 No Unpermitted Transfers. Landlord hereby covenants and agrees that, during the Option Period, Landlord shall not commit, approve, consent to or permit any Unpermitted Transfer (as hereinafter defined) without the prior written consent of Tenant. Any Unpermitted Transfer which is effected without the prior written consent of Tenant shall be void, invalid and of no force or effect against Tenant or Tenant's rights hereunder. As used herein, an "**Unpermitted Transfer**" shall mean any of the following: (a) any grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance of all or any portion of or interest in the Option Area; provided, however, that Landlord may sell the Option Area so long as (i) neither the buyer nor any entity controlling, controlled by or under common control with such buyer is engaged in the generation, development, transmission, storage or sale of energy in any form, and (ii) the sale agreement expressly acknowledges the rights of Tenant under this Option Agreement and requires the buyer to assume the obligations of Landlord hereunder upon such buyer's acquisition of the Option Area; (b) any contract or other agreement pursuant to which any party may obtain lien, development, possession or usage rights affecting all or any portion of the Option Area; (c) any zoning change, annexation or subdivision of all or any portion of the Property, or any inclusion of the Property in any agricultural or forestal district or any other district that restricts the use of the Property or creates any obligation to pay a penalty or a readjustment in previously paid real estate taxes upon a change in use; or (d) any other act or omission affecting the Property which would diminish or otherwise adversely affect Tenant's interest under this Option Agreement or which might prevent Landlord's full performance of its obligations hereunder or under this Option Agreement.

9. Termination by Tenant. Tenant may terminate this Option Agreement at any time upon written notice to Landlord at the Landlord Address without fee or other liability, except for the payments theretofore made for the Option Period Fee which shall be retained by Landlord, in which event this Option Agreement shall terminate and neither Party shall have any further rights, obligations or liabilities whatsoever to the other Party unless otherwise specified herein.

10. Effect of Option Agreement: Interest in Property. The Parties intend for the Option Agreement to create a valid and present interest in the Property in favor of Tenant. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property which shall run with the land and shall be binding upon the Property and Landlord and its successors and assigns and shall inure to the benefit of Tenant and its transferees, successors and assigns.

11. Assignment. Subject to Section 8.2, from and after the Effective Date until termination of this Option Agreement, Landlord shall not assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property without the prior written consent of Tenant, which consent Tenant shall not unreasonably withhold. Tenant may freely assign or convey its interest, or any portion thereof, in this Option Agreement to a third party provided that simultaneous written notice thereof is delivered to Landlord.

12. Miscellaneous.

12.1 Ownership of Installed Property. Landlord agrees that all materials, equipment or other property installed or brought on the Option Area by Tenant and its successors or assigns, whether real, personal or mixed, including the Solar Project, shall remain the property of Tenant no matter how such property is affixed to the Option Area and shall be removable by Tenant at any time.

12.2 Confidentiality. Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the terms and conditions of this Option Agreement. This Section 12.2

shall survive the termination or expiration of this Option Agreement. Notwithstanding the foregoing, Tenant acknowledges that Landlord is required to post this Option Agreement to the agenda of any board review and approval meetings and authorizes such action. Further, Tenant acknowledges that Landlord is a public entity which may require the terms of this Option Agreement be disclosed as part of the public record. Upon receipt of a public records request by Landlord, Landlord shall promptly notify Tenant of such request and reasonably cooperate with Tenant, at Tenant's sole cost, if Tenant wishes to pursue injunctive action to prevent the disclosure of any of the terms contained herein. In any event, Landlord shall ensure its disclosure of any terms herein is strictly limited to the scope required by such public records request.

12.3 Governing Law. The terms and provisions of this Option Agreement shall be interpreted in accordance with the laws of the state where the Property is located and without reference to the choice of law principles of such state or any other state.

12.4 No Representation. Tenant makes no representation or warranty as to the likelihood that it will exercise the Option or as to the suitability of the Premises for development of solar energy facilities.

12.5 Recording of Memorandum. Concurrent with the execution of this Option Agreement, the Parties agree to execute, acknowledge and record (at Tenant's expense) a Memorandum of Solar Lease Option Agreement in the form attached hereto as Exhibit C and incorporated herein by this reference. Further, concurrently with the execution of this Option Agreement and the recordation of the Memorandum of Solar Lease Option Agreement, the Parties agree to execute a Termination of Solar Lease Option Agreement in the form attached hereto as Exhibit D and deliver such Termination of Solar Lease Option Agreement to Tenant's title company to be held in escrow with instructions that it shall not be made effective or recorded unless and until either (i) the expiration of the Option Period without an exercise of the Option by Tenant, (ii) the termination of this Option Agreement by Landlord in accordance with the terms of Section 7 hereof, or (iii) the termination of this Option Agreement in accordance with Section 9 hereof by Tenant for any reason other than Landlord's failure or refusal to perform its obligations hereunder and such failure or refusal remains uncured in accordance with Section 7 hereof giving rise to Tenant's rights and remedies set forth therein.

12.6 Tax Documents. Landlord shall provide to Tenant a completed IRS Form W-9 upon execution of this Option Agreement. Tenant shall withhold any payment due to Landlord under this Option Agreement until Landlord has provided a completed Form W-9.

12.7 Waiver of Subrogation. Landlord and Tenant mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered by insurance on the Property or the Solar Project and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

12.8 General. All exhibits to this Option Agreement are hereby incorporated in this Option Agreement and are made a part hereof by reference. This Option Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Handwritten signatures to this Option Agreement transmitted by electronic transmission (for example, through use of a PDF file) shall be valid and effective to bind the party so signing.

12.9 Payment Instructions: Any payments by Tenant pursuant to this Agreement shall be made out to the following persons and in the following proportions:

Payee

Percentage of Amount Due

The Industrial Development Board  
of the County of Knox

100%

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have set their hands, under seal, effective as of the Effective Date.

**LANDLORD(S):**

**The Industrial Development Board of the County of Knox,**  
a public body corporate and politic and an instrument of Knox  
County, Tennessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**SolAmerica Energy, LLC,**  
a Georgia limited liability company

\_\_\_\_\_  
Zachary J. Stephens  
Senior Vice President



**EXHIBIT A  
DESCRIPTION OF THE PROPERTY**

Certain real property in the County of Knox, State of Tennessee, consisting of approximately 444.97 acres, described as follows.

**PARID: 042 19549**

**INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX**

**2330 HOLSTON BEND DR**

**Parcel**

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Tax Year	2023
Property Type:	502 - 502 KNOX-COUNTY
Class:	E - Exempt
Neighborhood:	1406
Living Units:	
Total Cards:	0
Calculated CAMA Acres (Land Units):	444.9700
User Calculated Acres:	
Water/Sewer:	-
Topography:	-
Gas:	01 - YES
Roads:	-
Electricity:	01 - YES

**Owner Information**

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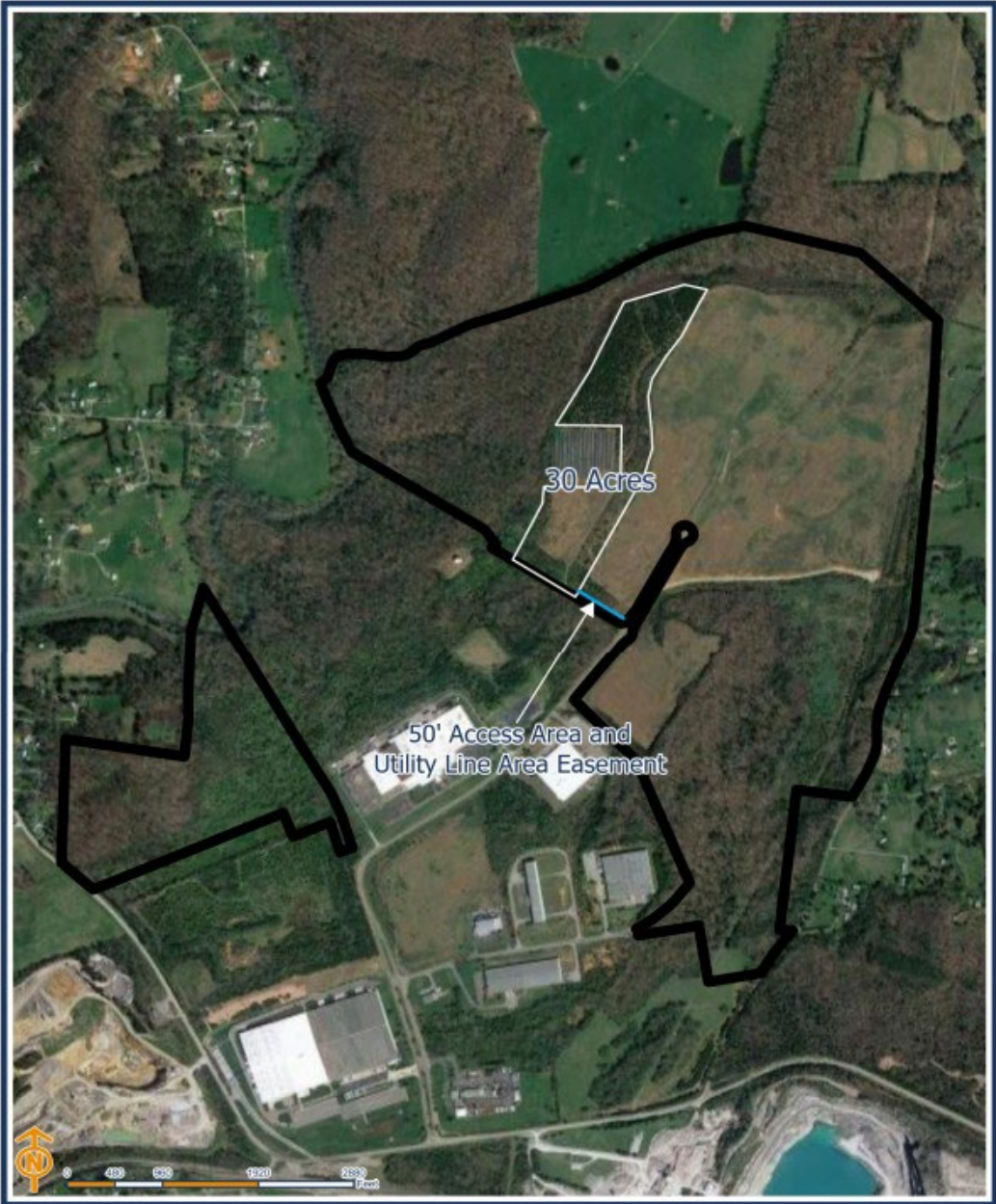
Owner Name:	INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX
Mailing Address:	17 MARKET SQ #207 KNOXVILLE TN 37902
County Tax Freeze Flag:	
Tax Freeze Base Year:	

Landlord hereby authorizes Tenant to replace this Exhibit A and Exhibit A-1 and the description of the Property and Option Area with a revised Exhibit A and Exhibit A-1 and description in accordance with Section 1.1 and 1.2 of the Option Agreement.

**EXHIBIT A-1  
DESCRIPTION OF THE OPTION AREA**

Option Area is that 30-acre portion of the Property depicted below.

**Parcel #: 042 19549**  
Knox County, Tennessee



**EXHIBIT B**

**SUMMARY OF LEASE TERMS**

<b>Property Address</b>	2330 Holston Bend Dr, Mascot, Tennessee 37806
<b>Property Township/County</b>	County of Knox
<b>Property Tax Parcel Numbers</b>	042 19549
<b>Portion of Option Area to Be Leased</b>	Up to 30 acres situated within the Option Area of the Property in the area, as shown on a preliminary basis in Exhibit B-1, incorporated hereto and subject to update in accordance with the Option Agreement.
<b>Lease Term</b>	The term of the Lease Agreement shall run until twenty-five (25) years from the date of completion and final acceptance of the Solar Project for operation, with the option for Tenant to extend for four (4) periods of five (5) years each (up to forty-five (45) year total Lease Term).
<b>Rent (per Acre per Year)</b>	One Thousand Five Hundred dollars (\$1,500) per acre of land comprising the Premises, per year paid in advance (prorated for any partial acre to the nearest 1/100th of an acre), to increase 2% at the end of each One (1) year period during the Lease Term, as may be extended by any extension period.
<b>Access, Utility, Clearance Easements</b>	Tenant shall have easement rights as reasonably required for notification as well as access to and utility interconnection of the Solar Project for construction and maintenance purposes. The location of any such easements, if required, and the forms thereof, shall be negotiated in good faith within ninety (90) days of the Effective Date of the Option Agreement. Any such required easements, together with the Solar Easement described below, constitute, collectively, the “ <u>Easements.</u> ”
<b>Solar Easement</b>	Landlord shall grant an easement prohibiting obstruction or interference with the free flow of sunshine and solar radiation throughout the entire area of the Premises, including from sources or activities originating on the Property (the “ <u>Solar Easement</u> ”).
<b>Removal of Project Components</b>	Tenant to remove all project components within one hundred eighty (180) days after the end of the Lease Term or earlier termination.
<b>Taxes</b>	Tenant to pay ad valorem property taxes on the Solar Project improvements. Landlord to pay all other property taxes. Tenant further agrees to pay any rollback taxes and to pay the difference in Real Estate Taxes on the Premises if the property is reclassified or reassessed at a different tax rate as a result of the Solar Project Improvements.
<b>Representations and Warranties</b>	The Parties shall each provide standard solar land-lease covenants, representations, and warranties.
<b>Assignment</b>	Tenant shall have the right to assign any or all of its rights and interests under the Lease Agreement without Landlord’s consent; provided that all such transfers shall be made subject to the terms,

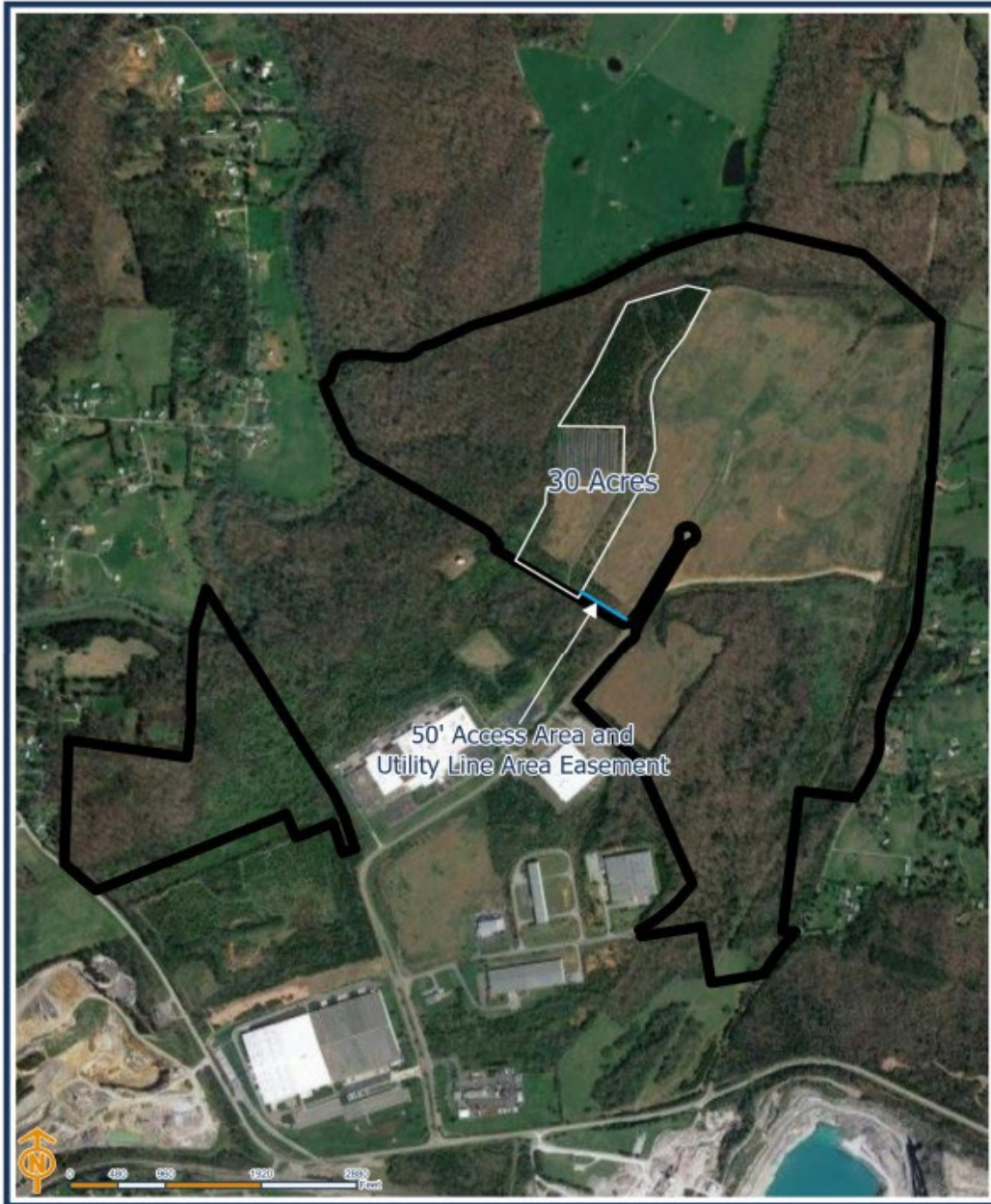
	covenants and conditions of the Lease Agreement and transferee assumes Tenant’s obligations under the Lease Agreement.
<b>Right of First Refusal</b>	While the Lease Agreement is in effect, if Landlord receives an offer to purchase, lease, or occupy the Premises following the Lease Agreement’s termination, Tenant shall have right of first refusal to enter into a transaction on substantially similar terms.
<b>Confidentiality</b>	Landlord agrees that the contents of the Lease Agreement shall be confidential and Landlord will not disclose any information regarding the Lease Agreement except as required by law or in connection with Tenant’s efforts to develop the Solar Project on the Premises, except that the Landlord may disclose such contents to its representatives and advisers upon the condition that such parties hold such contents in confidence. Notwithstanding the foregoing, Tenant acknowledges that Landlord is required to post this Option Agreement to the agenda of any board review and approval meetings and authorizes such action. Further, Tenant acknowledges that Landlord is a public entity which may require the terms of the Lease Agreement be disclosed as part of the public record. Upon receipt of a public records request by Landlord, Landlord shall promptly notify Tenant of such request and reasonably cooperate with Tenant, at Tenant’s sole cost, if Tenant wishes to pursue injunctive action to prevent the disclosure of any of the terms contained in the Lease Agreement. In any event, Landlord shall ensure its disclosure of any terms in the Lease Agreement is strictly limited to the scope required by such public records request.
<b>Cooperation</b>	Landlord agrees to cooperate with Tenant and to execute documents to be filed with counties, authorities, and utility as reasonably required by Tenant to record the Lease Agreement, to obtain permits and approvals, and to develop the Solar Project.
<b>Solar Project Incentives and Benefits</b>	All Solar Project incentives, benefits (i.e., renewable energy credits, tax credits, etc.), facilities/improvements and related equipment and personal property shall belong to Tenant.
<b>Destruction and Damage</b>	Tenant may terminate Lease Agreement if damage to the Solar Project or the Solar Project Improvements renders all or a portion of the overall Solar Project untenable or non-operational.
<b>Condemnation</b>	Tenant may terminate the Lease Agreement if any portion of Premises is taken by condemnation or eminent domain.
<b>Crop Damage</b>	On and after the Lease Commencement Date, if Tenant's activity hinders Landlord's or its farm tenant's ability to harvest crops planted on the Premises or results in damage to crops growing on the Premises as of the Lease Commencement Date, Tenant shall reimburse Landlord or its farm tenant for reasonable costs and expenses incurred in connection with the lost or damaged crops, provided that Landlord or its farm tenant shall provide Tenant with supporting documentation for all reimbursements. Prior to the Lease Commencement Date (and all times with respect to the portion of Landlord's Property outside the Premises), Tenant shall be responsible for any physical damage to Landlord's Property arising from or related to any of Tenant's activities, including but

	not limited to crop damage which shall be compensated at fair market value and shall include expenses on agricultural chemicals and fuel. No farming or crop activity shall be permitted on the Premises from and after the Lease Commencement Date.
<b>Timber on the Premises</b>	Any required removal of timber from the Premises, as determined by Tenant, including any de-stumping, clearing of resulting debris, and grading of the affected area, shall be completed by Tenant at Tenant's expense.
<b>Decommissioning Bond</b>	Tenant shall, prior to the tenth (10th) anniversary of the commercial operation date, post and deliver to Landlord a bond, letter of credit, or any other such surety instrument secured in an amount sufficient to cover the costs (net of the salvage value) of the decommissioning and removal of the Solar Project Improvements and restoration of the Premises, which amount shall be determined by an estimate provided by a professional engineer or contractor who has the expertise in the removal and or construction of solar farms and restoration of the land and drainage improvements, at Tenant's expense

**EXHIBIT B-1  
PREMISES LOCATION**

The Premises will be located on up to 30 acres on the Option Area. Landlord hereby authorizes Tenant to replace this Exhibit B-1 with an updated version to better describe and depict the Premises subject to the lease; provided that, in lieu of the foregoing, Tenant may simply attach the updated description of the Premises to the Lease Agreement.

**Parcel #: 042 19549**  
Knox County, Tennessee



**EXHIBIT C**  
**FORM OF MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT**

*[see attached]*

PREPARED BY  
AND WHEN RECORDED RETURN TO:

SolAmerica Energy, LLC  
190 Ottley Drive N.E. Studio H  
Atlanta, GA 30324  
Attention: Lease Management

Map 042, Parcel 195.49

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(Space Above for Recorder's Use)

MEMORANDUM OF SOLAR LEASE OPTION  
AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT (this "Memorandum") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between **SolAmerica Energy, LLC**, a Georgia limited liability company, whose address is 190 Ottley Dr NE, Studio H, Atlanta, GA 30324 ("Tenant"), and **The Industrial Development Board of the County of Knox**, a public body corporate and politic and an instrument of Knox County, Tennessee, whose address is 17 Market Square #207, Knoxville, TN 37902 ("Landlord").

Recitals

A. Landlord is the fee title owner of that certain real property located in Knox County, Tennessee, more particularly described on Schedule 1 attached hereto (the "Property").

B. Landlord and Tenant are parties to that certain Solar Lease Option Agreement, dated \_\_\_\_\_, 20\_\_ ("Agreement"), pursuant to which Landlord has granted to Tenant an exclusive option (i) to lease that certain real property more particularly described on Schedule 2 attached hereto (the "Option Area") and (ii) to take Easement interests in connection therewith.

C. Landlord and Tenant now desire to provide for public notice of the existence of the Agreement and Tenant's rights thereunder, as follows:

Memorandum of Agreement



1. Defined Terms. The definitions set forth in the introduction and recitals to this Memorandum are incorporated herein. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Agreement.

2. Grant of Option. Landlord has granted to Tenant the irrevocable and exclusive option (the “Option”) to lease the Option Area and take related Easement interests, upon the terms and subject to the terms and conditions set forth in the Agreement.

3. Term of the Option. Subject to the terms and conditions set forth in the Agreement, the term of the Option is for Three (3) years, commencing \_\_\_\_\_, 20\_\_.

4. Binding Effect; Running Covenant. The Agreement is binding upon and inures to the benefit of the Landlord and Tenant and their respective heirs, successors and assigns. It is intended to constitute a covenant that runs with the land, such that any purchaser of Landlord’s interest in the property shall take such interest subject to the Agreement.

5. Ownership of Solar Project. Landlord has no ownership, lien, security or other interest in any Solar Project improvements installed on the Option Area or wherever located, regardless of whether such Solar Project improvements are deemed fixtures, or any profits derived therefrom, and Tenant may add to, relocate or remove any or all Solar Project improvements on the Option Area at any time.

6. Recording. This Memorandum is executed for the purpose of recordation in the Office of the Knox County Register of Deeds, in order to subject the Property to the Agreement and to give notice of all of the terms, provisions and conditions of the Agreement.

7. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Tenant and Landlord under the Agreement. In the event of any inconsistency between this Memorandum and the Agreement, the terms of the Agreement shall control.

8. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES BEGIN ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**WITNESS:**

\_\_\_\_\_

Name: \_\_\_\_\_

**LANDLORD:**

The Industrial Development Board of the County of Knox,  
a public body corporate and politic and an instrument of Knox County, Tennessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[SEAL OR STAMP]**

[SIGNATURES TO CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**WITNESS:**

**TENANT:**

SolAmerica Energy, LLC,  
a Georgia limited liability company

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Zachary J. Stephens  
Senior Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his authorized  
capacity and that by his signature on the instrument the entity, upon behalf of which the person  
acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

[SEAL OR STAMP]

**Schedule 1**

**Description of Property**

Description of Property: 2330 Holston Bend Dr, Mascot, Tennessee 37806

Prior Reference: Document # 202311210026345

PIN(s): 042 19549

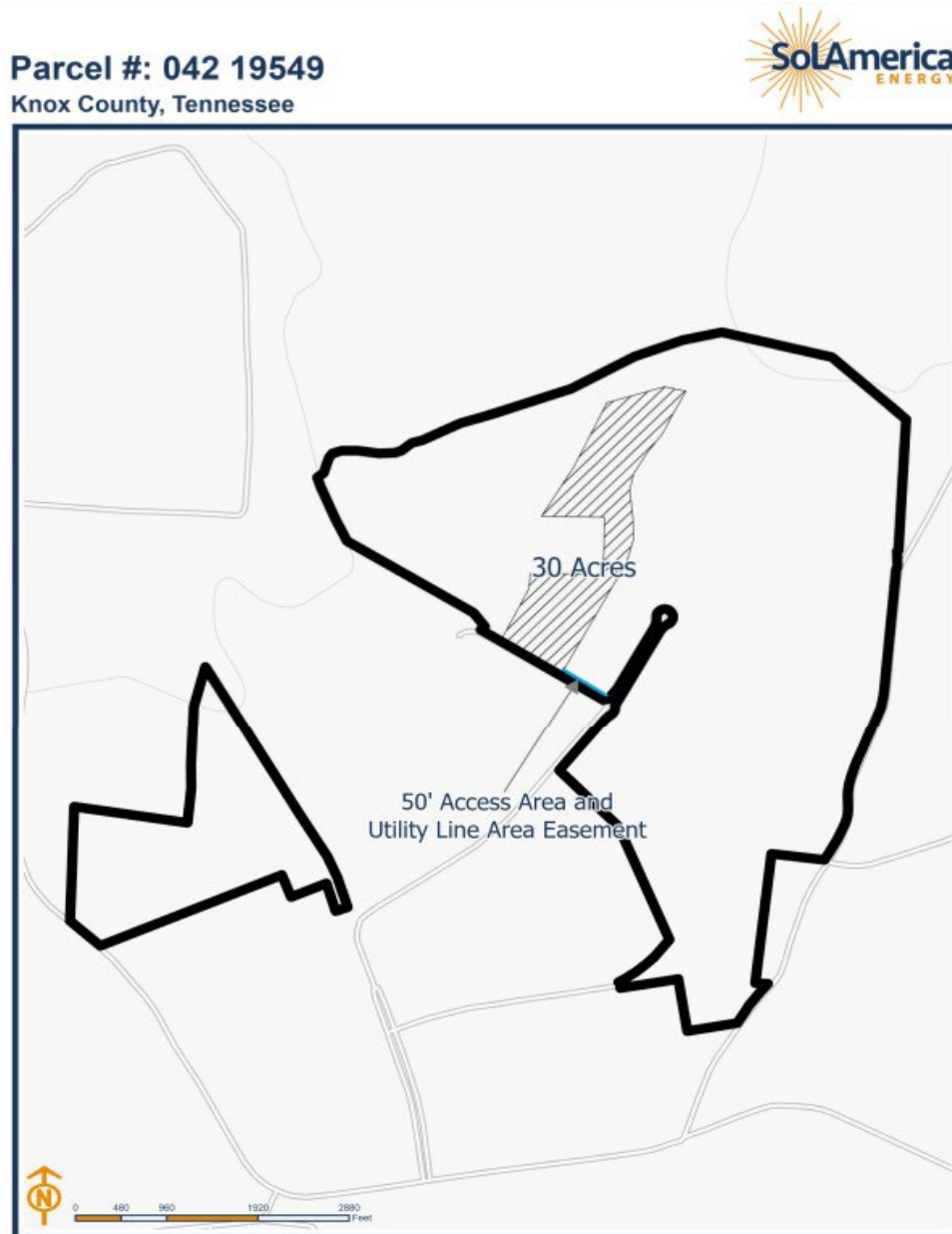
**Schedule 2**

**Description of Option Area**

Common Address: 2330 Holston Bend Dr, Mascot, Tennessee 37806

PIN(s): 042 19549

Option Area is that 30-acre portion of the Property depicted below.



**EXHIBIT D**  
**FORM OF TERMINATION OF MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT**

*[see attached]*

PREPARED BY  
AND WHEN RECORDED RETURN TO:

SolAmerica Energy, LLC  
190 Ottley Drive N.E. Studio H  
Atlanta, GA 30324  
Attention: Lease Management

PIN(s): 042 19549

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(Space Above for Recorder's Use)

**1. TERMINATION OF MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT**

THIS TERMINATION OF MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_ 20 \_\_, by SolAmerica Energy, LLC, a Georgia limited liability company ("Tenant").

**Recitals**

R-1. Tenant and The Industrial Development Board of the County of Knox, as Landlord, entered into a Solar Lease Option Agreement dated \_\_\_\_\_, 20 \_\_ ("Option") regarding certain real property described in the Option and more particularly described in Schedule A, attached hereto, and incorporated herein by reference ("Property").

R-2. Tenant and Landlord recorded a Memorandum of Option Agreement dated \_\_\_\_\_ 20 \_\_, recorded \_\_\_\_\_, 20 \_\_, in Knox County Book \_\_\_\_\_, Page \_\_ ("Memorandum of Option").

R-3. Tenant desires to terminate the Option, as well as the recorded Memorandum of Option.

**Termination and Release**

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Tenant hereby TERMINATES the Option and RELEASES the Property and the Leased Premises from any and all rights arising thereunder.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this TERMINATION OF MEMORANDUM OF SOLAR LEASE OPTION AGREEMENT as of the day and year first above written.

**TENANT**

SolAmerica Energy, LLC,  
a Georgia limited liability company

\_\_\_\_\_  
Zachary J. Stephens  
Senior Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his authorized  
capacity and that by his signature on the instrument the entity, upon behalf of which the person  
acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**[SEAL OR STAMP]**



**Schedule A**  
**Property**

Common Address: 2330 Holston Bend Dr, Mascot, Tennessee 37806

PIN(s): 042 19549

Option Area is that 30-acre portion of the Property depicted below.



**EXHIBIT E**

**AGREED UPON EXECUTION READY FORM OF LEASE AGREEMENT**

*[To be attached once agreed within 90 days of Effective Date of Option Agreement]*



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX  
AUTHORIZING CERTAIN PERSONS TO SIGN CERTAIN DOCUMENTS RELATED TO THE  
OPERATION OF THE BUSINESS PARKS OWNED BY THE IDB**

April 9, 2024

**WHEREAS**, the Board of Directors (the “Board”) of The Industrial Development Board of the County of Knox (the “IDB”) desires to grant signing and authority to certain person(s) described hereunder;

**WHEREAS**, the IDB is an instrumentality formed by Knox County, Tennessee under Tenn. Code Ann. §§7-53-101, et seq. and is authorized thereunder to acquire, own, lease and dispose of certain real and personal properties, including, but not limited to, the development, operation and management of certain business parks (“Business Parks”);

**WHEREAS**, from time to time, the IDB enters into certain contracts for the maintenance, operation and use of the Business Parks;

**NOW, THEREFORE**, the following resolutions are hereby adopted:

**RESOLVED**, that the Board is hereby authorized to empower the individuals named below (each an “Authorized Person” and collectively, the “Authorized Persons”) to make, execute, endorse, and deliver certain documents in the name of and on behalf of the Board:

Paul M. Fortunato, Chair of the Board, or his successor, and  
Tiffany E. Gardner, Vice Chair of the Board, or her successor;

**RESOLVED**, that the Authorized Persons are hereby authorized, approved, and designated to make, execute, endorse, and deliver in the name of and benefit of the IDB, without requiring further approval, any documents relating to the day-to-day operation of any Business Park owned by the IDB, including, but not limited to, leases and easements in connection therewith (the “Transaction Documents”);

**RESOLVED**, that the Authorized Persons shall be authorized to sign such Transaction Documents on all matters where the total consideration in such matters is less than \$25,000 and, in the case of any leases, the term of which is less than eighteen (18) months;

**RESOLVED**, that the Authorized Persons shall be authorized to sign such Transaction Documents beneficial to the IDB after review by legal counsel;

**RESOLVED**, that the Authorized Persons shall report monthly to the Board any Transaction Documents that have been signed pursuant to the authority granted by this resolution for ratification by the Board; and

**RESOLVED**, this resolution shall remain in effect until expressly revoked or amended by a subsequent resolution of the Board.

I, \_\_\_\_\_, \_\_\_\_\_ of The Industrial Development Board of the County of Knox, and keeper of the official minutes of the Board of Directors thereof, do hereby certify that this Resolution was duly and lawfully adopted by its Board of Directors on April 9, 2024, at a duly called meeting at which a quorum was acting throughout, and I furthermore certify that such Resolution has not been amended or modified in any respect. Public notice of said meeting was given pursuant to and in compliance with all provisions of law.

The Industrial Development Board  
of the County of Knox

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024