

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between KT & D, LLC, a Kentucky limited liability company (“**Lessor**”), and Tenaska, Inc., a Delaware corporation (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Contiguous Property**”) and Exhibit B (“**Non-Contiguous Property**”) together with the Contiguous Property, the “**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior

written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.


ARTICLE II. LEASE TERM


Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]



(c) Renewal Term. 

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission

components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date. [REDACTED]

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] acres of Contiguous Property and [REDACTED] acres of Non-Contiguous Property. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial

Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises

within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to,

warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor

nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property

benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

KT & D, LLC
252 Jolly Ridge Road
Richmond, KY 40475

If to Lessee:

Tenaska, Inc.
14302 FNB Parkway
Omaha, NE 68154
Attn: Legal Department

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is

intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessee.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.


Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

KT & D, LLC, a Kentucky limited liability company

By: 
Name: Kenneth J. Updegraff
Title: Member/Manager

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Tenaska, Inc.

a Delaware corporation

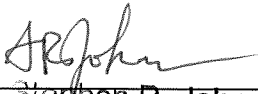
By: 
Name: Stephen R. Johnson
Title: Vice President

EXHIBIT A

CONTIGUOUS PROPERTY

Parcel 1:

Being all of Tract 2 (consisting of 20.60 acres), Tract 3 (consisting of 30.10 acres), Tract 4 (consisting of 36.76 acres), Tract 5 (consisting of 26.98 acres) and Tract 6 (consisting of 48.17 acres) of Three Forks Development, Madison County, Kentucky, as shown by a plat thereof of record in Plat Cabinet 27, Slide 198, in the Madison County Clerk's Office.

Parcel 1 contains 162.61 acres

Parcel 1 Tax ID Nos: 0053-0000-0017-2; 0053-0000-0017-3; 0053-0000-0017-4; 0053-0000-0017-5; 0053-0000-0017-6

The Premises contains 162.61 acres.

EXHIBIT B

NON-CONTIGUOUS PROPERTY

Parcel 1:

Tract I:

A certain tract of land lying in Madison County, Kentucky on the waters of Silver Creek bounded as follows: Beginning at a stone corner to Mrs. Mary Newby dower with same N 7-1/2 E 19.81 chains to the center of turnpike along same N 80 W 1.42 chains, thence leaving the pike S 10 W 6.75 chains, S 54 W 5 chains to a point in a branch, down same S 34 3/4 W 5 chains, S 75-1/4 W 3.70 chains, S 60 W 10 chains, S 70 W 4 chains, S 83 W 4.42 chains, S 41 W 3.70 chains, to a point near forks of branch, thence up the branch S 59-1/2 E 7 chains, S 72-1/2 E 8 chains, S 89 E 1 chain, N 84-1/2 E 3 chains, S 76 1/2 E 2 chains, S 60 E 1 chain, S 74-1/2 E 3 chains, S 69-1/2 E 7 chains, N 89 E 2 chains, N 77-1/2 E 3 chains, S 69 E 1 chain, N 59 E 2 chains, N 47 E 6.82 chains to center of a dirt road along the same, N 27 W 4 chains, N 84-1/2 E 3.58 chains to a point in center of road corner to Mrs. Mary Newby dower, with same N 84 W 11.47 chains to the beginning, containing 55.41 acres.

Tract II:

A certain tract of land situated on the waters of silver creek in Madison County, Kentucky, and bounded and described as follows: Beginning at a stake in the center of the turnpike leading from Maple Grove Pike to the Barnes Branch dirt road in a new line of the R.E. Turdor and corner to Mary Newby, thence S 8-112 W 26 2/10 poles to a stone on the east side of an old road; thence down a drain S 45-1/2 W 37 9/10 poles, S 75-1/4 W 8 3/10 poles, S 59-1/2 W 29 6/10 poles, S 69 W 32 poles, S 80-1/4 W 17 6/10 poles to the mount of a drain from west corner to W.S. Hendren, thence up the drain with Hendren's line to Heathman's corner to same Hendren, thence still up drain with Heathman's line to small Hickory tree near another drain, thence a new line from said Hickory tree on south side of said drain to a Hickory tree in new line and still a straight line from second tree to the turnpike a new corner, thence east and in center of said pike to beginning containing 40 acres more or less.

THERE IS EXCLUDED from this conveyance a one acre which was conveyed to Evelyn M. Parks and James E. Parks by deed dated April 2, 1958, and of record in Deed Book 174, at page 493, in the Madison County Court Clerk's Office.

Parcel 1 contains 94.41 acres

Parcel 1 Tax ID No: 0030-0000-0017

The Premises contains 94.41 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Delbert Day and Flora Day, husband and wife (“**Lessor**”), and Tenaska, Inc., a Delaware corporation (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time

("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "Additional Easement") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period.

(i)

(b) Extended Term.

(c) Renewal Term.

[REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises ("**Option Rent**"); [REDACTED]

[REDACTED]. The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days' written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Term shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property ("**Annual Rent**"). "**Useable Property**" means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] acres. "**Unusable Property**" means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee's initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid ("**Commercial Operations Date**") shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extended Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project; *provided, that*, Lessee shall not construct any Solar Facilities closer than 20 feet from the Southern boundary of the Premises as depicted in the attached Exhibit A. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee's construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below ("**Crop Damages**"). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee’s sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee’s receipt of the results of the impartial party’s calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity (“**Lender**”) as security for the repayment of any indebtedness or the performance of any obligation (“**Mortgage**”) without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee’s rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee’s interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Agreement and to perform or cause to be performed all of

the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

Section 9.2 Surrender

[REDACTED]

Section 9.3 Specific Performance

[REDACTED]

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Delbert Day and Flora Day
2146 Red House Road
Richmond, KY 40475

If to Lessee:

Tenaska, Inc.
14302 FNB Parkway
Omaha, NE 68154
Attn: Legal Department

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor

nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Delbert Day

Delbert Day

Flora Day

Flora Day

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Tenaska, Inc.
a Delaware corporation


By: 
Name: Stephen R. Johnson
Title: Vice President

EXHIBIT A

Legal Description of the Premises

Parcel 1:

A certain tract of land situated on the West side of Kentucky Highway 388 in Madison County, Kentucky and bounded and described by survey of B.H. Luxon, III, Civil Engineer Reg. No. 62, as follows:

Beginning at a corner post in the West right of way of Kentucky Highway #388, a corner to Kenneth Barger, thence with Barger's line $N85^{\circ}-43'W$ 324.68 feet, thence continuing with Barger's line and the line of Robert Fritz $N84^{\circ}-37'W$ 3327.08 feet, $N86^{\circ}-23'W$ 338.69 feet to a corner post and corner to Thomas and James Spurlin, thence with Spurlin's line $S04^{\circ}-41'W$ 360.50 feet, $S05^{\circ}-03'W$ 769.21 feet, $S85^{\circ}-23'E$ 357.33 feet, $S02^{\circ}-32'W$ 286.77 feet to an iron pin and corner to Tract #1, thence with the line of Tract #1, $S75^{\circ}-32'E$ 2621.05 feet, $N05^{\circ}-24'E$ 166.39 feet, $N84^{\circ}-55'E$ 117.69 feet, $N08^{\circ}-42'E$ 432.96 feet, $S86^{\circ}-32'E$ 1181.10 feet to a corner post in the West right of way of Kentucky Highway #388 and corner, thence with said West right of way line $N06^{\circ}-33'W$ 111.53 feet, $N11^{\circ}-46'W$ 951.84 feet to the beginning, less and except the approximately 34 acre parcel generally depicted below:



Parcel 1 contains 99.92 acres

Parcel 1 Tax ID No: 0066-0000-0017

The Premises contains 99.92 acres.

AMENDMENT TO SOLAR OPTION AND LAND LEASE

THIS AMENDMENT TO SOLAR OPTION AND LAND LEASE (“Amendment”) is made and entered into as of the [REDACTED] (“Amendment Effective Date”) by Delbert Day and Flora Day, husband and wife (“Lessor”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“Lessee”). Lessor and Lessee may hereafter be referred to as, together, the “Parties”.

RECITALS:

A. Lessor and Tenaska, Inc., a Delaware limited liability company, as predecessor-in-interest to Lessee, entered into that certain Solar Option and Land Lease dated June 5, 2019, a memorandum of which was recorded in the public records of Madison County, Kentucky on June 21, 2019, as Document No. 2013994373 (“Lease”).

B. Lessor and Lessee desire to amend the Lease as provided below.

AMENDMENT:

NOW THEREFORE, in consideration of the covenants, agreements and for other good and valuable consideration herein contained, Lessor and Lessee agree as follows:

1. Legal Description. Exhibit A of the Lease is hereby deleted in its entirety and replaced with the Exhibit A attached to this Amendment.

2. Additional Easements. Section 1.1(d)(iii) of the Lease is hereby deleted in its entirety and replaced with the following:

“If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an “**Additional Easement**”) in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of underground, above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee. Notwithstanding the foregoing, Lessee shall use commercially reasonable efforts to avoid constructing any above-ground transmission or communication lines or facilities on Parcel 2 as described in the attached Exhibit A, but if above-ground transmission or communication lines or facilities are required to be constructed on said Parcel 2, Lessee shall locate such lines along the property line.”

3. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

4. No Modification. Except as specifically set forth in this Amendment, all terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment, shall prevail.

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

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed as of the day and year first above written, but made effective as of the Amendment Effective Date.

LESSOR:

Delbert Day
Delbert Day

Flora Day
Flora Day

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed as of the day and year first above written, but made effective as of the Amendment Effective Date.

LESSEE:

AEUG Madison Solar, LLC
a Delaware limited liability company

By: _____
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

EXHIBIT A
Legal Description

Parcel 1:

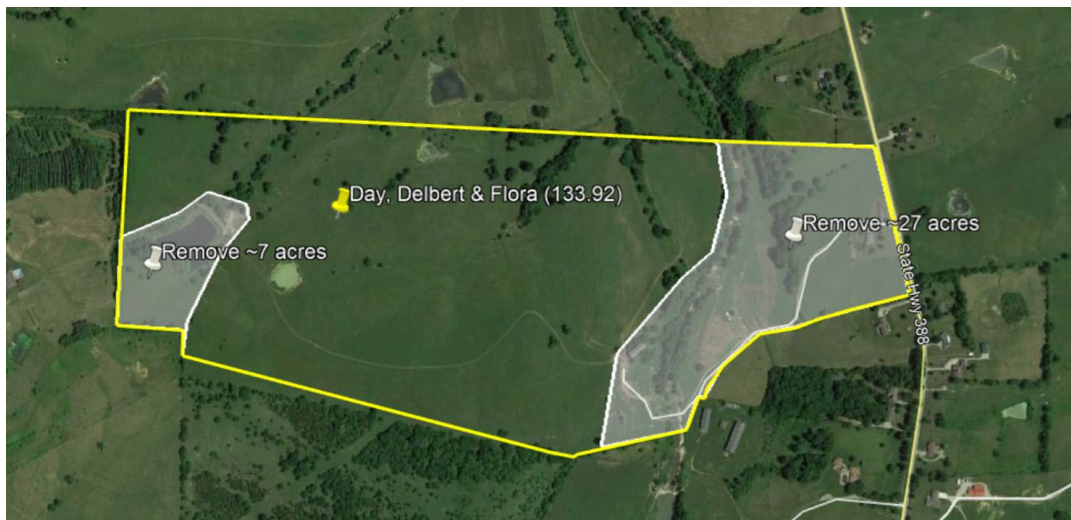
A certain tract of land situated on the west side of Kentucky Highway 388 in Madison County, Kentucky and bounded and described by survey of B.H. Luxon, III, Civil Engineer Reg. No. 62, as follows:

BEGINNING at a corner post in the west right of way of Kentucky Highway #388, a corner to Kenneth Barger, thence with Barger's line N85°-43'W 324.68 feet, thence continuing with Barger's line and the line of Robert Fritz N84°-37'W 3327.08 feet, N86°-23'W 338.69 feet to a corner post and corner to Thomas and James Spurlin, thence with Spurlin's line S04°-41'W 360.50 feet, S05°-03'W 769.21 feet, S85°-23'E 357.33 feet, S02°-32'W 286.77 feet to an iron pin and corner to Tract #1, thence with the line of Tract #1, S75°-32'E 2621.05 feet, N05°-24'E 166.39 feet, N84°-55'E 117.69 feet, N08°-42'E 432.96 feet, S86°-32'E 1181.10 feet to a corner post in the west right of way of Kentucky Highway #388 and corner, thence with said west right of way line N06°-59'E 156.95 feet, N06°-33'W 111.53 feet, N11°-46'W 951.84 feet to the beginning, containing 141.80 acres.

THERE IS EXCLUDED, the following tract of property, situated west of Kentucky Highway #388, in Madison County, Kentucky, conveyed to Rufus W. West and Frances Campbell West, husband and wife by Deed recorded in Deed Book 289, Page 187, Madison County, Kentucky, and more particularly bounded and described as follows:

Beginning at an iron pin at the Southernmost corner of Tract #1, a corner to Rufus West, thence with West's line S4°-11'W 94.3 feet, S84°-55'W 117.69 feet, S5°-24'W 166.39 feet, N75°-32'W 532.0 feet to a post and new corner to Evans Spurlin, thence a new line with Spurlin N78°-08'E 667.9 feet to the beginning containing 1.8 acres.

FURTHER LESS AND EXCEPT the approximately 34 acre parcel generally depicted below:



Parcel 1 contains 99.92 acres

Parcel 1 Tax ID No: 0066-0000-0017 (pt)

Parcel 2:

Commencing at a ½” rebar with cap (N: 2182992.094’ E: 2068076.093’); being the common corner of Kathy Cross (Deed book-1275 Page-706); and the Northeast corner of said Day tract; thence along the western right-of-way of Red house road (60’ right-of-way), S 14°40’51”E 206.24’ to a calculated corner, The point of beginning thence from the point of beginning the following eight (8) calls:

- 1) S 14°40’51”E 50.01’ to a calculated corner;
- 2) S 74°03’34”W 118.96’ to a calculated corner;
- 3) S 58°15’48”W 998.57’ to a calculated corner;
- 4) S 81°16’24”W 247.03’ to a calculated corner;
- 5) N 43°26’24”E 81.52’ to a calculated corner;
- 6) N 81°16’24”E 172.47’ to a calculated corner;
- 7) N 58°15’48”E 995.33’ to a calculated corner;
- 8) N 74°03’34”E 127.00’ to a calculated corner and the point of beginning.

Parcel 2 contains 1.526 acres

Parcel 2 Tax ID No: 0066-0000-0017 (pt)

The Premises contains 101.446 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Bucher Ridge Farm, LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the Commonwealth of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

[REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date. [REDACTED]

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] of the total acres of the Premises. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Bucher Ridge Farm, LLC
Attn: Harold & Jean Bucher
2815 Red House Road
Richmond, KY 40475

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor

nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Bucher Ridge Farm, LLC
a Kentucky limited liability company

By: Harold Bucher, member
Name: Harold Bucher
Title: Member

By: Jean Bucher, member
Name: Jean Bucher
Title: Member

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC
a Delaware limited liability company

By: _____
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

Dated: 07/20/2020

EXHIBIT A

Legal Description of the Premises

Parcel 1:

A certain tract of land lying on the waters of Otter Creek in Madison County, Kentucky, bounded as follows:

Beginning at a stone near a branch corner to Susan Parrish; thence N $40\frac{3}{4}$ W $40\frac{2}{10}$ poles to a stone at the foot of a hill; thence N 46 E $26\frac{1}{2}$ poles to a stake in the old bed of the creek a corner to said Susan Parrish on Wesley Parrish N 44 W 27 poles N 67 W 9 poles N $5\frac{1}{2}$ W 25 poles N 31 E 18 poles N 19 W $10\frac{1}{2}$ to a stake in the creek corner to James B. Butner, thence with him S 76 W 103 poles to a stake in the old dirt road on East side of Richmond and Otter Creek Pike, thence with said Butner S 15 E 56 poles to a stake on the East side of Pike thence S $2\frac{1}{2}$ W 14 poles to a stake S $14\frac{1}{2}$ W $2\frac{1}{2}$ poles to a stake in the center of the old road at the West edge of the road meets, thence with the West edge of the road S $2\frac{1}{2}$ E 20 poles S 12 E 10 poles S 17 E $22\frac{7}{10}$ poles to a stake in the center of turnpike corner to said Butner and Edwards Cosby, thence with the center of the road S 16 E $101\frac{1}{2}$ poles to a stake corner to Simeon Shearer, thence with his lines N $78\frac{1}{2}$ E 26 poles N $82\frac{1}{2}$ E 19 poles to a stake in a branch corner to Shearer and O. W. Walker, thence S 69 E 59 poles to an elm on the North side of a branch, thence N 7 W $99\frac{1}{2}$ poles to the beginning.

HOWEVER, there is EXCLUDED from the above described tract of land the following:

1. A strip of land 400 feet long by 15 feet wide conveyed to Red House Baptist Church by Deed of Conveyance dated June 26, 1969, of record in Deed Book 242 at Page 559 in the Madison County Clerk's Office.
2. A tract of land containing 1 acre conveyed to Red House Baptist Church by Deed of Conveyance dated July 13, 1971, of record in Deed Book 257 at Page 379, in the Madison County Clerk's Office.
3. A tract of land containing 3 acres conveyed to Red House Baptist Church by Deed of Conveyance dated February 28, 1991, of record in Deed Book 413 at Page 328, in the Madison County Clerk's Office.
4. A tract containing 1.64 acres conveyed to Harold Franklin Bucher and Jean Carol Bucher by deed of conveyance dated August 9, 2011, of record in Deed Book 670 at Page 65, in the Madison County Clerk's Office, more particularly described as:

Beginning at a point in the center of Red House Road and a new corner in the Harold Bucher farm, thence with said road N $08^{\circ} 26' 13''$ W, 208.83 feet to a point; thence leaving said road and a new line in the said Bucher farm a series of calls; N $79^{\circ} 06' 56''$ E, 343.94 feet to a steel post, S $08^{\circ} 13' 14''$ E, 208.91 feet to a steel post, $79^{\circ} 04' 07''$ W, 343.08 feet to the point of beginning. For further reference see plat of property recorded in Plat Book 11, Page 131 in the Madison County Clerk's Office.

Further less and except the approximately 11.9 acre portion of the property generally depicted below:



Being a part of the same property conveyed to Bucher Ridge Farm, LLC, a Kentucky limited liability company by Deed dated _____, and of record in Deed Book ____ at Page ____, in the Madison County Clerk's Office.

Parcel 1 contains 140.99 acres

Parcel 1 Tax ID No: 0066-0000-0008

Parcel 2:

Tract A: A certain tract or parcel of land lying and being in Madison County, Kentucky, and on Otter Creek, bounded as follows: Beginning at a stone near a walnut stump and corner to Clifton Portwood, thence West with his line 36 poles to a stake East of new pike to a white oak pointer, thence South 12 W 35 $\frac{2}{5}$ poles to a stake in the pike and corner to Richard Taylor, thence with the dividing line N 85 E 104.9 poles to a stake in the bed of the creek N 8 W 7 $\frac{2}{5}$ poles N 19 E 12 poles N 35 $\frac{1}{2}$ E 11 poles to a stake in said creek, corner to A. Stagner, thence with his line N 87 $\frac{3}{4}$ W 91 $\frac{1}{2}$ poles to a stone in Clifton Portwood's line, corner to Stagner's thence S 2 $\frac{1}{2}$ E 9 poles to the beginning.

Tract B: A certain tract or parcel of land in Madison County, Kentucky, and on Otter Creek and bounded and described as follows, to-wit: Beginning at a stone in line to Bettie Parks and corner to Ross Dozier, thence S 84 E 61 $\frac{1}{2}$ poles to a stake in the county road, better known as Heckett Lane, thence with the wire fence on the East side of said road N 3 $\frac{3}{4}$ E 58 poles to a stake corner to the part sold to Shirley Parks, thence S 72 W passing H. B. Hanger's corner 9 poles in all 60 poles to a stake in a drain, corner to Bettie Parks, thence her line S $\frac{3}{4}$ W 31.6 poles to the beginning.

There is EXCLUDED AND NOT CONVEYED HEREIN that property conveyed to Sondra L. Van Winkle and Ormand Van Winkle, wife and husband, from Orville G. Moberly and Willie Miles Moberly, by Deed dated April 18, 1983, and recorded in Deed Book 352, Page 485, containing 1.31 acres more or less, described in Plat Cabinet 7, Page 40, Madison County Court Clerk's Office.

Being the same property conveyed to Bucher Ridge Farm, LLC, a Kentucky limited liability company by Deed dated _____, and of record in Deed Book ____ at Page ____, in the Madison County Clerk's Office.

Parcel 2 contains 37.75 acres

Parcel 2 Tax ID No: 0066-0000-0008-DA

The Premises contains 178.40 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Bucher Valley Farm, LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the Commonwealth of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

[REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date. [REDACTED]

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] of the total acres of the Premises. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Bucher Valley Farm, LLC
Attn: Harold & Jean Bucher
2815 Red House Road
Richmond, KY 40475

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor

nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Bucher Valley Farm, LLC

a Kentucky limited liability company

By: Harold Bucher, member

Name: Harold Bucher

Title: Member

By: Jean Bucher, member

Name: Jean Bucher

Title: Member

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC
a Delaware limited liability company

By: _____
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

Dated: July 20, 2020

EXHIBIT A

Legal Description of the Premises

Parcel 1:

Two certain tracts or parcels of land located about seven miles North of Richmond, Kentucky, near the Red House Pike in Madison County, Kentucky, and bounded and described as follows:

Tract No. I: Beginning at a stone N 19 degrees E 1451 feet to D. T. Jones, N 84 degrees 30 minutes E 595 feet to a stone, S 8 degrees 30 minutes E 117 feet corer to Barnes and Williams, his line S 19 degrees E 650 feet to a stone near a walnut; thence S 51 degrees E 665 feet to passing the line of the 17 acre tract and on 235 feet making in all 900 feet; thence S 34 degrees 30 minutes E 375 feet to a sycamore; thence up a creek S 62 degrees W 594 feet, S 30 degrees 30 minutes W 462 feet to a sycamore pointer, thence N 62 degrees 30 minutes W 905 feet to a corner of the 43 acre tract and thence 750 feet, in all 1655 feet to the beginning.

Tract No. II: Beginning at a hickory tree in the last fork of Otter Creek, corner to W. H. Harber, thence S 55 degrees 10 minutes E 1112 feet, thence S 62 degrees E 175 feet to a stone, corner to a tract sold to A. J. Asher and on line of Jones, thence N 19 degrees 30 minutes E 1595 feet; thence N 88 degrees 15 minutes E 572 feet; thence N 8 degrees 30 minutes W 780 feet to a stake; thence N 88 degrees 30 minutes W 170 feet to a stake; thence N 88 degrees 30 minutes W 970 feet; thence N 2 degrees E 1350 feet to a stake, corner to Michael Shea, thence with line of same N 66 degrees 30 minutes W 470 feet to an elm tree; thence N 23 degrees E 28 feet to a stake, thence N 67 degrees W 645 feet to a stake, corner to W. H. Harber, thence S 1/2 degrees W 3415 feet to the beginning.

There is reserved out of the above 1/8th of an acre for a graveyard together with the right of ingress and egress to and from said graveyard.

Being the same property conveyed to Bucher Valley Farm, LLC, a Kentucky limited liability company, by Deed recorded in Deed Book ____ at Page ____, Madison County Court Clerk's Office.

Parcel 1 contains 173 acres

Parcel 1 Tax ID No: 0065-0000-0024

The Premises contains 173 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Big Wind LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor owns an interest in certain real property located in the County of Madison in the Commonwealth of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessee acknowledges that Lessor's farm tenant currently engages in crop and livestock farming on certain portions of the Premises pursuant to an agreement between Lessor and such farm tenant. Lessor, or its farm tenant(s) ("**Farmer**") may engage in crop and livestock farming on portions of the Premises so long as any such farming does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option, and any farming on portions of the Premises to be occupied by any Solar Facilities or otherwise used in construction of the Solar Facilities is terminable upon 90 days' notice. Subject to Section 1.1(e) below, upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop and remove livestock before the Extended Term commences, and if Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not plant or construct any new trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion. Notwithstanding anything contained herein to the contrary, Lessee shall not remove the three barns situated at the edge of Parcel 1 (as described in the attached Exhibit A).

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"); *provided that*, the location of any new roads or routes on the Premises shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(iv) Upon the decommissioning and removal of the Solar Facilities in accordance with Section 4.3 all easements including, but not limited to, the Access Easement(s) and Additional Easement(s) shall terminate. Within 60 days after said expiration, surrender or termination the holder of any easement shall execute and cause to be acknowledged and recorded in the real property records a release of all of the easement holder's right, title and interest in said easement.

(e) Lessor Activities. Notwithstanding anything contained herein to the contrary, Lessor retains all rights to use by itself or by Farmer any portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Such retained rights include, but are not limited to, the right of Lessor and Farmer to engage in crop and livestock farming activities. Lessor and Farmer shall be entitled to use any private road now existing or hereafter constructed by Lessee on the Premises for access to the balance of the Premises. Lessee acknowledges the existence of an easement between Lessor and the owner of the property located at 380 Three Forks Road for ingress and egress by means of existing roads and

lanes located on the Premises and agrees to provide such owner with continued access pursuant to the terms of such easement.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

(a) The expiration or termination of this Agreement, including (i) Lessee's delivery of the Option Effective Date Notice where Lessee terminates this Agreement or Lessee's failure to deliver the Option Effective Date Notice as provided in Section 2.1(a)(i); (ii) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period as set forth in Section 2.1(b); or Lessee's delivery of a written notice to Lessor where Lessee terminates this Agreement during the Option Period as provided in Section 3.1; or (iii) Lessee's provision of the written notice to Lessor that it is forfeiting its option to extend the Agreement to any Renewal Term as provided in Section 2.1(c); or

(b) The written agreement of the Parties to terminate this Agreement; or

(c) An Event of Default (defined below) by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or

(d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3. Notwithstanding the foregoing, if Lessee terminates this Agreement prior to the expiration of the Extended Term, in addition to any amounts accrued, but not yet due and payable by Lessee, as of the date of such termination, Lessee shall also pay Lessor an early termination fee as follows:

(i) If written notice of termination is provided by Lessee between the Extended Term Date and the tenth anniversary of the Extended Term Date, Lessee shall pay Lessor an early termination fee of [REDACTED].

(ii) If written notice of termination is provided by Lessee between the tenth anniversary of the Extended Term Date and the twentieth anniversary of the Extended Term Date, Lessee shall pay Lessor an early termination fee of [REDACTED].

(iii) If written notice of termination is provided by Lessee between the twentieth anniversary of the Extended Term Date and the twenty-fifth anniversary of the Extended Term Date, Lessee shall pay Lessor an early termination fee of [REDACTED].

For clarity, there shall be no early termination fee if written notice of termination is provided by Lessee on or after the twenty-fifth anniversary of the Extended Term Date.

If this Agreement terminates in accordance with the above, Lessee shall pay Lessor any amounts accrued, but not yet due and payable by Lessee, as of the date of such termination, within 30 days after the date of termination. If this Agreement terminates prior to the date on which any payments would be accrued, then no such payment will be due or owing to Lessor.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

During the Option Period, Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“Option Rent”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ prior written notice to Lessor; *provided, however*, such termination shall be effective immediately in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

During the Extended Term and any Renewal Terms, Lessee shall pay Lessor Annual Rent as follows:

(a) Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre of Usable Property, prorated for any partial acres of Usable Property, plus (ii) [REDACTED] per acre of Unusable Property, prorated for any partial acres of Unusable Property (“Annual Rent”). “Usable Property” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, that*, in no event shall the amount of Usable Property be less than [REDACTED] acres (“Minimum Usable Property”) during the Extended Term and any Renewal Terms. For clarity, if the Usable Property is less than the Minimum Usable Property, Lessee shall nevertheless pay Lessor the Annual Rent based on the Minimum Usable Property and Unusable Property. “Unusable Property” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole discretion, shall determine the acreage of Usable Property and Unusable Property based on Lessee’s initial site plan and engineering design; provided that, in no event shall the amount of Usable Property be less than the Minimum Usable Property during the Extended Term and any Renewal Terms. Annual Rent accruing prior to the date on which the

Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. Annual Rent accruing after the Commercial Operations Date and through the Extended Term and any Renewal Term shall be adjusted to account for additional acres, or partial acres, of Useable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date. Lessee shall provide Lessor a copy of Lessee’s updated site plan and engineering design for Lessor’s verification of Usable Property and Unusable Property within 30 days after the Commercial Operations Date, or within 15 days after Lessor’s request (which request shall be no more frequently than once a year).

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, (i) all real property taxes and assessments levied against the Premises and (ii) all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises unless such improvements are used by Lessee. Subject to Section 3.3(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee’s improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE’S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics’ liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee’s use of the Premises. Lessee may contest any such lien, whether

filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall indemnify and hold harmless Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Solar Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. During the Extended Term and any Renewal Term, Lessee shall provide reasonable maintenance and weed control on the portions of the Premises occupied by the Solar Facilities and any additional portions of the Premises not otherwise used or occupied by Lessor. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical. Notwithstanding anything contained herein to the contrary, if Lessee fails to remove the Solar Facilities within 12 months after termination or expiration of this Agreement, subject to the rights of any creditors, lienholders or bonding company, the Solar Facilities shall be deemed abandoned if Lessor sends Lessee written notice declaring such abandonment.

(c) In connection with the construction and operation of the Solar Facilities, to the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines and Lessee shall provide Lessor with a copy of its final and updated engineering design showing the location of such underground electrical cables and collector lines within 30 days (i) after the Commercial Operations Date and (ii) the date such engineering design is updated.

(d) Prior to commencement of construction and at all times thereafter during the Extended Term and any Renewal Term (if any) and until remediation of the Premises is complete in accordance with this Section 4.3, Lessee shall post and maintain a bond (“**Remediation Bond**”), at Lessee’s expense, for the sole benefit of Lessor with a bonding company with a minimum A.M. Best rating of B++, in an amount equal to [REDACTED] of the net estimated cost to complete Lessee’s remediation and restoration obligations set forth in this Section 4.3 (“**Remediation Cost Estimate**”). For clarity, the term “**net**” as used herein means the estimated cost to complete Lessor’s remediation and restoration, less (i) the salvage value of the Solar Facilities and (ii) the portion of any remediation bond attributable to the Premises that may be required by a governmental or regulatory agency (if any). The Remediation Cost Estimate shall be determined by a neutral licensed professional engineer, mutually agreeable to the parties at Lessee’s sole cost and expense and shall be updated every 10 years and the Remediation Bond shall be adjusted based on such update accordingly. Upon request by Lessor, Lessee shall deliver a certificate evidencing such Remediation Bond to Lessor, which certificate shall provide that the Remediation Bond may not be canceled without at least 60 days’ prior written notice to Lessor from the bonding company.

This Section 4.3 shall survive termination or expiration of this Agreement.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee’s operations, any substance which is defined as a “hazardous material”, “toxic substance” or “solid waste” in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises and will indemnify and hold Lessor harmless from and against any claims related to Lessee’s use of Premises.

Section 4.5 Insurance

Prior to Lessee’s access to the Premises, Lessee shall, at its expense, obtain and maintain, from an insurance company duly authorized to conduct business in the Commonwealth of Kentucky [REDACTED]

[REDACTED] Upon request by Lessor, Lessee shall promptly deliver a certificate evidencing such insurance to Lessor, which certificate of insurance

shall provide that the insurance coverage may not be cancelled without at least 30 days prior written notice to Lessor from the insurance company.

Section 4.6 Lessee's Authority

Lessee is a company duly organized, validly existing and in good standing under the laws of State of Delaware. Lessee has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Each person signing this Agreement represents he or she is authorized to sign on behalf of Lessee. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Lessee with the terms and provisions of the Agreement, will conflict with or result in a default under, any law, regulation or court ruling or any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Lessee. Lessee has the adequate financial resources and experience to undertake the Project and fulfill its obligations under this Agreement.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

(a) Lessor is a company duly organized, validly existing and in good standing under the laws of Commonwealth of Kentucky. Lessor has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Each person signing this Agreement represents he or she is authorized to sign on behalf of Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Lessor with the terms and provisions of the Agreement, will conflict with or result in a default under, any law, regulation or court ruling or any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Lessor.

(b) Except to the extent otherwise stated in this Agreement, each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, Lessor has no actual knowledge of any encumbrances, liens or other title defects created by Lessor against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects; provided that, if Lessor is unwilling or unable to cure such defects, Lessee

may terminate this Agreement. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. Subject to Section 1.1(e), as long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might reasonably be expected to impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extended Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no actual knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's commercially reasonable efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further

assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor’s knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

(ii)

(iii)

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee’s sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee’s receipt of the results of the impartial party’s calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity (“**Lender**”) as security for the repayment of any indebtedness or the performance of any obligation (“**Mortgage**”) without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee’s rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee’s interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default,

provided, however, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, with advance notice to Lessor, but without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar

Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee that has, in Lessor's reasonable determination, demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number).

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the

reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

(a) Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

(b) Notwithstanding the foregoing, the Parties are entering into this Agreement in the mist of the worldwide COVID-19 pandemic. Unless the COVID-19 pandemic results in Significantly Worse Material Adverse Effect (as defined below) on the business operations of either Party and similarly situated companies in the same industries than those currently suffered by them as of the Effective Date, the COVID-19 pandemic shall not be used by either Party as a defense for delay or failure to perform pursuant to this Agreement. For purposes of this Section 8.3, “Significantly Worse Material Adverse Effect” shall mean (i) any travel restriction, warning or advisory issued in relation to the COVID-19 pandemic by any local, city, county or state governmental authorities, as applicable, or the federal government of the United States, the World Health Organization or the U.S. Centers for Disease Control not in effect as of the Effective Date; (ii) any quarantine or similar measure, not in effect as of the Effective Date, taken in relation to the COVID-19 pandemic by any governmental agency or authority to prevent the spread of the communicable disease; (iii) any unavailability of governmental services (for example county recorder of deeds’ services) due to any governmental shut-downs; or (iv) the unavailability of any contractor services due to a shut-down, quarantine, or similar measure of any third-party service provider such as surveyors, title companies or environmental consultants needed for Lessee’s Option Period activities, or contractors needed for Lessee’s decommissioning obligations as set forth in Section 4.3 of this Agreement; *provided that* (x) the Significantly Worse Material Adverse Effect has an actual, direct and material negative impact on the Project and (y) Lessee is unable to mitigate such actual, direct and material negative impact on the Project after making commercially reasonable efforts to do so. Notwithstanding anything contained herein to the contrary, no such delay shall be considered to be caused by the COVID-19 pandemic unless the Party claiming the delay notifies the other Party in writing of the commencement of such delay within seven business days after the date on which the delayed Party determines such occurrence will result in a delay.

(c) Notwithstanding the foregoing, in no event shall a Force Majeure event, including a Force Majeure event as described in Section 8.3(b) above, excuse Lessee from Lessee’s payment obligations set forth in this Agreement.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

(a) [REDACTED]

(i)

[Redacted]

(ii)

[Redacted]

(iii)

[Redacted]

(iv)

[Redacted]

(b)

[Redacted]

(i)

[Redacted]

(ii)

[Redacted]

(iii)

[Redacted]

(iv)

[Redacted]

(c)

[Redacted]

(d)

[Redacted]

Section 9.2 Surrender

[Redacted]

Section 9.3 Specific Performance

[Redacted]



ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Big Wind LLC
289 Blue Sky Parkway #2
Lexington, KY 40509
Attn: Jing Li
Email: Bigwind2019@gmail.com

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction and power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information to the extent such agreement is allowed under applicable law, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement ("**Memorandum**"). During the Option Period, Extended Term and any Renewal Term, to the extent permitted by applicable law, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises shall be de minimis in nature and does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination or expiration of the Agreement, at the request of Lessor, Lessee agrees to provide Lessor with a recordable acknowledgement of such termination to be recorded in the public records of the county where the Premises is located. If Lessee fails to execute and record such termination within 60 days after the termination or expiration of this Agreement, to the extent permitted by

applicable law, Lessor is hereby designated as Lessee's attorney-in-fact solely for the purpose of executing and recording said notice of termination. This Section 10.10 shall survive the termination or expiration of this Agreement.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 Accord and Satisfaction

No payment to or receipt by Lessor of a lesser amount than the amount owed by Lessee under this Agreement shall be deemed to be other than a partial payment on account by Lessee. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable to Lessor under this Agreement shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. Lessor may accept such payment without prejudice to Lessor's right to recover the balance of any and all amounts owed by Lessee under this Agreement and Lessor's right to pursue any other available remedy.

Section 10.14 Headings/Interpretation

The headings preceding the text of sections and sub-sections included in this Agreement and the headings to the Exhibits attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined.

Section 10.15 Disclaimer of Warranty

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, LESSOR LEASES AND WILL LEASE AND LESSEE TAKES AND WILL TAKE THE PREMISES AS IS WHERE IS AND WITH ALL FAULTS. EXCEPT TO

THE EXTENT EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, LESSEE ACKNOWLEDGES THAT LESSOR (WHETHER ACTING AS OWNER HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LESSOR BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES (AND ANY IMPROVEMENT, STRUCTURE OR ATTACHMENT THERETO), INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (I) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (II) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (III) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (IV) LESSOR'S TITLE THERETO, (V) VALUE, (VI) COMPLIANCE WITH SPECIFICATIONS, (VII) LOCATION, (VIII) USE, (IX) CONDITION, (X) MERCHANTABILITY, (XI) QUALITY, (XII) DESCRIPTION, (XIII) DURABILITY, (XIV) OPERATION, (XV) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, OR (XVI) COMPLIANCE OF THE PROPERTY WITH ANY LEGAL REQUIREMENT; AND EXCEPT TO THE EXTENT EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE PREMISES IS OF ITS OWN SELECTION AND TO ITS OWN SPECIFICATIONS, AND THAT THE PREMISES HAS BEEN INSPECTED BY LESSEE AND IS SATISFACTORY TO IT, SUBJECT TO ITS RIGHT TO CONDUCT A TITLE AND SURVEY REVIEW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY, IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LESSOR SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). LESSOR IS NOT REQUIRED TO PERFORM ANY WORK, LESSOR MAINTENANCE, REPAIR, OR IMPROVEMENTS ON OR TO THE PREMISES AND SHALL NOT BE REQUIRED TO PROVIDE AN ALLOWANCE OR OTHERWISE PAY FOR ANY OF THE FOREGOING. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY IMPLIED WARRANTIES BY LESSOR, WITH RESPECT TO ANY OF THE PREMISES, ARISING PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.

Section 10.16 Transfer of Lessor's Interest

Lessor may freely transfer and/or mortgage its interest in the Premises and under this Agreement from time to time and at any time, provided that any such transfer or mortgage is expressly made subject to the terms, provisions, and conditions of this Agreement, and the transferee or mortgagee agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to the Lessor's interest in the Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof). After any such transfer, Lessee shall attorn to the transferee and Lessor shall be relieved from all covenants, obligations and liabilities of Lessor under this Agreement thereafter arising.

Section 10.17 Limitation of Liability

Notwithstanding any other provision in this Agreement to the contrary, any and all liability of Lessor under or arising from this Agreement (and any amendments, modifications or extensions

to this Agreement) shall be limited solely to Lessor's interest in the Premises, and Lessee shall look solely to the interest of Lessor in the Premises for the satisfaction of each and every remedy of Lessee against Lessor. Lessee agrees that it shall not look to any of Lessor's other assets seeking to enforce Lessor's obligations under this Agreement, and in no event shall any parent, affiliate, officer, director, employee, member, manager, shareholder or agent of Lessor be liable for the obligations of Lessor.

Section 10.18 No Broker

Neither Party has employed or contracted with any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement. Each Party shall indemnify the other Party for any other claims for brokerage commissions or fees in connection with this transaction that are claimed through the actions of such indemnifying Party. This indemnification shall survive the expiration or termination of this Agreement.

Section 10.19 State Specific Provisions

Reserved.


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2/1

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Big Wind LLC
a Kentucky limited liability company

By:  _____

Name: Jing Li
Title: Authorized Signatory

Dated: 8/20/2020

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC
a Delaware limited liability company

By: 
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

Dated: September 15, 2020

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

Being all of that property described as Tract 3 on that certain plat of record in Plat Cabinet 26, Slide 336 in the office of the Madison County Clerk, reference to which is hereby made for a more particular description.

390 Three Fork Road Richmond, KY 40475

Parcel 1 contains 148.74 acres

Parcel 1 Tax ID No: 0066-0000-0017-B

Parcel 2:

Being all that property shown as Tract 2B on that certain plat of Stephen and Susan Wells property, located on Three Forks Road, which is of record in Plat Cabinet 27, Slide 73 in the office of the Madison County Clerk, reference to which is hereby made for a more particular description.

2056 Red House Road, Richmond, KY 40475

Parcel 2 contains 70.56 acres

Parcel 2 Tax ID No: 0066-0000-0017-IB

Parcel 1 and Parcel 2 being the same property conveyed to Big Wind LLC, a Kentucky limited liability company by deed dated July 30, 2019, and recorded in Deed Book 776, page 640 in the Madison County Clerk's Office.

The Premises contains 219.3 acres.

EXHIBIT B

METHODOLOGY OF CALCULATING ANNUAL RENT ESCALATION

(a)



(b) Effective as of a given Annual Rent Adjustment Date, the Annual Rent payable under this Agreement until the next succeeding Annual Rent Adjustment Date shall be the Annual Rent in effect after the adjustment provided for as of such Annual Rent Adjustment Date. Lessee shall deliver to Lessor a notice of the new Annual Rent (each an “**Annual Rent Notice**”) on or before the tenth (10th) day preceding each Annual Rent Adjustment Date.

(c) If Lessor and Lessee are unable to so agree upon a substitute index or formula (in the event that the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All Items, (1982-84=100) shall be discontinued with no successor or comparable successor index), or if Lessor disagrees with Lessee’s calculation of the Annual Rent Escalation, above, then an arbitrator shall determine the dispute. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then prevailing by a single arbitrator in Lexington, Kentucky. Any decision or award resulting from such arbitration shall be final and binding upon Lessor and Lessee and judgment thereon may be entered in any court of competent jurisdiction.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Found Spoon Farm LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain leasehold easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain leasehold easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, at Lessee's sole cost and expense, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate. Lessee shall indemnify and hold Lessor harmless as provided in Section 6.1 for any loss, damage, claims, expenses and liabilities for physical damage to property or physical injury to any person arising out of Lessee's activities during the Option Period.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Leasehold Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following leasehold easements on, above, over, under, through and across the Premises:

(i) an exclusive leasehold easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) a leasehold easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Leasehold Access Easement**"); *provided, that*, Lessee shall not use the driveway to Owner's residence and such driveway shall not be included in the Leasehold Access Easement and Lessee shall not construct any Solar Facilities on the Leasehold Access Easement. The Leasehold Access Easement shall include the right to improve existing roads and lanes, or to build new roads, all at Lessee's sole cost and expense, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee shall use commercially reasonable efforts to consult with Lessor regarding the location of any new roads; *provided, that*, all final siting decisions shall be at Lessee's sole discretion.

(iii) If Lessee wishes to obtain from Lessor one or more leasehold easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Leasehold Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such leasehold easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Leasehold Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee; *provided, however*, in no event shall Lessee construct or place any equipment, improvements or other facilities on any Additional Leasehold Easement.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i)

[REDACTED]

(b) Extended Term.

[REDACTED]

(c) Renewal Term.

[REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement, including any leasehold easements:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the leasehold easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational, provided, that, Lessee continues to pay the amounts due under Sections 3.1 and 3.2, and otherwise perform its obligations under this Agreement.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises ("**Option Rent**"); [REDACTED]

[REDACTED] |
[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date. [REDACTED]

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days' written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent shall be due and payable during the Extended Term and any Renewal Terms until the expiration or earlier termination of this Agreement as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property ("**Annual Rent**"). "**Useable Property**" means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Annual Rent paid to Lessor be less than [REDACTED]. "**Unusable Property**" means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee's initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid ("**Commercial Operations Date**") shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments, Utilities and Maintenance

(a) Lessee shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied the Premises until the expiration or earlier termination of this Agreement.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises. Lessee shall maintain the Premises in a clean, safe and orderly condition, and shall maintain a boundary fence around the Premises and shall mow grass and weeds on the Premises at least three times per calendar year.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or

use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq. No work performed by Lessee pursuant to this Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Lessor such that no mechanic's or other lien shall be allowed against the estate of Lessor by reason of consent given by Lessor to Lessee to improve the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of four feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical. For clarity, Lessee's obligation to pay Annual Rent to Lessor shall not terminate until Lessee's restoration and remediation obligations under this Section 4.3 are complete.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

(d) Prior to commencement of construction and at all times thereafter during the Extended Term and until remediation of the Premises is complete in accordance with this Section

4.3, Lessee shall post and maintain a bond (“**Remediation Bond**”) for the sole benefit of Lessor with a bonding company with a minimum A.M. Best rating of B++, in an amount equal to [REDACTED] of the net estimated cost to complete Lessor’s remediation and restoration obligations set forth in this Section 4.3 (“**Remediation Cost Estimate**”). For clarity, the term “**net**” as used herein means the estimated cost to complete Lessor’s remediation and restoration obligations, less the salvage value of the Solar Facilities and the portion of any remediation bond or other security posted by Lessee, as required by a governmental or regulatory agency, attributable to the Premises (if any). The Remediation Cost Estimate shall be determined by a neutral licensed professional engineer, mutually agreeable to the parties at Lessee’s sole cost and expense. Such Remediation Bond shall provide for written notice to Lessor in the event of a default by Lessee and at least 60 days for Lessor to cure such default prior to the termination or cancellation of such Remediation Bond.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee’s operations, any substance which is defined as a “hazardous material”, “toxic substance” or “solid waste” in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws and is not used in any hazardous or otherwise illegal manner. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises. Lessee shall remove or remediate any hazardous material released on the Premises in violation of this Section 4.4 and shall indemnify Lessor for any loss or expense, including reasonable attorneys’ fees, suffered as a result of such violation. The obligations of this Section 4.4 shall survive expiration or earlier termination of this Agreement.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee’s activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Lessor shall be listed as an additional insured on all such policies of insurance. Lessee shall request that any insurance carrier consent to a waiver of subrogation and include such provision in any insurance policies required to be carried under this Section 4.5.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the

full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, leasehold easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from a Party, any existing or proposed Lender (defined below) or a Lessor's lender, the other Party shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of said Party's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements shall be signed and binding on both Parties and may be conclusively relied upon by the requesting Party and any existing or proposed Lender, investor, title company and purchaser. The failure of such Party to deliver such statement within such time shall be conclusive evidence upon such Party that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by the other Party under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and

liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee’s sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee’s receipt of the results of the impartial party’s calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF AGREEMENT

Section 7.1 Right to Encumber

(a) Lessee and Lessor may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity (“**Lender**”) as security for the repayment of any indebtedness or the performance of any obligation (“**Mortgage**”) without the consent of the other Party. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee’s rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee’s interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee’s interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Agreement upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises

which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, leasehold easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement and is in a comparable or better financial condition as Lessee at the time of the execution of this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The leasehold easements and related rights granted by Lessor in this Agreement to Lessee are leasehold easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the leasehold easements and, subject to Section 2.3, shall terminate upon the expiration or earlier termination of this Agreement, or in the event Lessee ceases to pay Annual Rent, subject to any cure periods contained herein. The leasehold easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and leasehold easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and leasehold easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees and, subject to Section 2.3, shall terminate upon the expiration or earlier termination of this Agreement, or in the event Lessee ceases to pay Annual Rent, subject to any cure periods contained herein.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a) [REDACTED]

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Found Spoon Farm LLC
152 Edgemoore Drive
Lexington, KY 40503

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or

reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Agreement

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessee.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Found Spoon Farm LLC
a Kentucky limited liability company

By: Mary Lynn Raze
Name: Mary Lynn Raze
Title: Manager



IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC,
a Delaware limited liability company

By: _____

Name: Rafael Esteban Fernández de Córdoba

Title: Authorized Signatory

EXHIBIT A

Legal Description of the Premises

Parcel 1:

Tract 1: Beginning at a stone on the East side of Lost Fork of Otter Creek, corner to A. T. Chenault; thence his line S 25 E 46 poles to a stone and notch in fence, corner to Nelson B. Gentry's 48 $\frac{3}{4}$ acres and 20 poles; thence his line N 60 $\frac{1}{4}$ E 112 poles to a stake in the center of the pike, corner to Pleasant Gentry's and Claiborne T. Gentry's 58 acres; thence with the center of the pike and with Gentry N 27 $\frac{3}{4}$ W 4.5 poles to a stake; thence N 32 $\frac{1}{2}$ W 47 poles to a stake; thence N 62 $\frac{1}{2}$ W 10 poles to a stake; thence N 83 $\frac{1}{2}$ W 18 poles to a stake; thence S 74 W 42 poles to a stake in the center of pike at mouth of a lane, corner to James W. Smith; thence along the lane and his line S 13 E 9 $\frac{1}{2}$ poles; thence S 28 $\frac{1}{2}$ W 49 poles to the beginning.

Tract 2: Beginning at a stake and notch in the fence, corner to Lucy A. Karr's 44 $\frac{1}{2}$ acres and 20 poles on A. T. Chenault's line; thence with his line S 25 E 46.8 poles to a stone; thence S 21 E 28.2 poles to a stake corner to Thomas P. Harber land, now owned by C. M. Taylor; thence with his line N 52 E 120 poles to a stake in the center of a pike, a corner to Claiborne T. Gentry; thence with the center of the pike and his line N 27 $\frac{3}{4}$ W 6136 poles to a stake in the center of the pike, a corner to Lucy A. Karr's 44 $\frac{1}{2}$ acres and 20 poles; thence with her line S 60 $\frac{1}{4}$ W 112 poles to the beginning.

Tract 3: Beginning at a stone on the South side of Lost Fork of Otter Creek at B. T. Gentry's corner; thence S 62 $\frac{1}{2}$ W 72 poles, crossing said fork and running on the North side of a pond near said creek to a stone on the North side of said creek; thence S 70 $\frac{1}{2}$ W 34 poles to a point in the center of said fork corner to C. M. Taylor; thence with Taylor's line S 20 $\frac{1}{2}$ E 26 poles to a stone, Taylor's corner; thence S 63 W 10 poles to a stone a sugar tree pointer; thence S 28 E 71 poles to a stone and locust tree; thence N 63 $\frac{1}{2}$ E 28 poles to a stone; thence 76 $\frac{3}{4}$ E 7 poles to a stone; thence N 19 E 1.8 poles to a stone; thence N 63 $\frac{1}{2}$ E 75 poles to a stone in old road corner to C. M. Taylor in B. T. Gentry's line; thence with his line N 24 $\frac{1}{2}$ W 95 poles to the beginning.

Being the same tract of land conveyed to Found Spoon Farm LLC, a Kentucky limited liability company, by deed dated February 17, 2020 and recorded in Deed Book 784, Page 746 in the Madison County Clerk's Office.

Less and except a certain tract of land located on the West side of Lost Fork Road, and being bounded by survey made May 25, 1993 by Charles E. Black a licensed land surveyor (L.S. 670), and further described as follows:

Beginning at a steel pin in the West right of way line of Lost Fork Road and new corner to Ruth B. Hatton; thence leaving said right of way with new lines dividing the lands of Ruth B. Hatton, three calls: N 60 17' 45" W 272.54 feet to a steel pin; thence N 30 31' 42" E 249.84 feet to a steel pin; thence S 66 27' 24" E 251.59 feet to a steel pin in the West right of way line of Lost Fork Road; thence leaving the line of Ruth B. Hatton with said right of way S 25 48' 58" W 277.45 feet to a steel pin and point of beginning.

Further less and except that approximately 12 acre portion of the property generally depicted below:



Parcel 1 contains 144 acres
Parcel 1 Tax ID No: 0065-0000-0039

The Premises contains 144 acres.

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (“**Agreement**”) is made and entered into as of this [REDACTED] (“**Effective Date**”), by and between Hank Ballinger and Nancy Jane Ballinger, husband and wife (“**Owner**”), and Tenaska, Inc., a Delaware corporation (“**Developer**”). Owner and Developer are referred to individually as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

Owner is the fee owner of certain real property located in Madison County, Kentucky, more particularly described and depicted on the attached Exhibit A (“**Property**”).

Developer is exploring the possibility of developing, constructing, operating, and owning a commercial solar energy facility in Madison County, Kentucky (“**Project**”).

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

AGREEMENT

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

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

2. **Term.** The term of the Option shall commence on the Effective Date and automatically expire on the third anniversary of the Effective Date, unless this Agreement is terminated earlier (“**Term**”); *provided, that*, notwithstanding anything to the contrary set forth herein, Developer may terminate this Agreement at any time for any reason upon written notice to Owner. On or before the date that is 120 days after the Effective Date (“**Option Effective Date**”), Developer shall deliver to Owner written notice (x) acknowledging the occurrence of the Option Effective Date and the continuation of the Term, or (y) terminating this Agreement (collectively, “**Option Effective Date Notice**”). If Developer elects (x) above, the first payment of the Option Rent (as defined below) shall be included with the Option Effective Date Notice. In the event Owner fails to provide the Option Effective Date Notice as provided in this Section 2, the Agreement shall automatically terminate.

3. **Payment.** Developer shall pay to Owner an initial payment of [REDACTED] [REDACTED] [REDACTED] [REDACTED]. Additionally, provided the Exercise Date (as defined below) has not yet occurred, on the Option Effective Date, Developer shall pay to Owner a payment based on the total acreage as set forth on Exhibit A, of [REDACTED]

[REDACTED]

4. **Exercise of the Option.** During the Term, Developer may, in its sole discretion, exercise the Option by providing notice to Owner of its intention to exercise the Option (“**Exercise Notice**”). Developer shall indicate in the Exercise Notice the date, during the Term, on which the Option will be deemed exercised (“**Exercise Date**”). If Developer does not exercise the Option during the Term, then this Agreement automatically terminates and neither Party shall have any further obligations under this Agreement, except those obligations that expressly survive termination.

5. **Purchase Price.** If Developer exercises the Option, Developer shall purchase the Property for [REDACTED] per acre or partial acre of the Property, minus the amount of Option Payment already paid to Owner (“**Purchase Price**”), payable in cash or wired funds, adjusted by the closing cost allocations and the tax pro-rations as set forth below.

6. **Access and Documentation.** Owner hereby grants to Developer, both during the Term and, if Developer exercises the Option, through the Closing (as defined below), an easement for the right of ingress and egress onto, off of, and across the Property for the purpose of inspecting the same and making such tests, inquiries and examinations as Developer shall deem necessary, including environmental and engineering studies; *provided, that* during the Term of this Agreement, and if Developer exercises the Option, through and after Closing, Developer will not utilize or access the Property via the bridge generally located on the southern portion of Owner’s property. The foregoing obligation shall survive Closing and shall not merge with the deed. No later than 60 calendar days after the Effective Date or, if obtained after the Effective Date, no later than 60 calendar days after the date obtained, Owner shall deliver to Developer copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Owner or within Owner’s possession or control relating to or affecting the Property, including, but not limited to, owner’s policies of title insurance, land surveys, environmental surveys and assessments, appraisals and productivity records. Notwithstanding anything contained herein to the contrary, Developer may not cross the remainder of Owner’s land for any purpose.

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

- a. **Environmental Inspection/Reporting.** Developer may inspect and examine the Property along with a qualified environmental engineer or consultant to determine environmental conditions present on, in or otherwise affecting the Property. Additionally, Developer may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property;
- b. **Survey.** Developer may have a survey prepared of the Property, reflecting the final agreed acreage and dimensions. The metes and bounds legal description provided by

the surveyor shall replace the description of the Property in the attached Exhibit A and shall be used in all closing documents, including the deed conveying title to the Property.

- c. Land Use/Zoning. Developer may investigate all requirements related to land use, zoning, subdivision, traffic, parking, and any other requirements for which approvals, waivers, or variances may be required by Madison County or any other applicable competent jurisdiction, and shall determine all permits and approvals necessary for Developer's construction and operation on the Property, including but not limited to special use permits, variances, rezoning or subdivision of or for the Property.
- d. Subdivision. Developer shall take all steps necessary for the Property to be comprised of whole, legally separate tax parcels with unique assessor parcel numbers for tax assessment purposes ("**Subdivision**"); *provided, that*, Owner shall reasonably assist Developer in executing any applications or documents and obtaining all necessary approvals or authorizations relating to the Subdivision. Developer shall pay all costs and expenses that may be incurred with respect to the Subdivision.
- e. Title. Developer may obtain a commitment for an owner's title insurance policy ("**Title Commitment**") from a title insurance company acceptable to Developer.
- f. Appraisal. Developer may engage an independent MAI certified appraiser, licensed in the State of Kentucky, to determine the fair market value of the Property.

Provided, however, Developer will not commence construction of the Project on the Property unless and until fee simple title to the Property is conveyed to Developer at the Closing.

8. **Defects in the Property.** If Developer, in the course of conducting its due diligence, discovers defects in the Property, then Developer shall notify Owner and allow Owner to cure such defects as detailed below:

- a. Title Defects. Developer shall notify Owner of any liens, defects, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever or other title matters set forth in the Title Commitment, revealed in the land survey obtained by Developer or otherwise disclosed to Developer that Developer finds objectionable, in its reasonable discretion, and Owner shall remove or cure such objections within 30 calendar days after receipt of such notice.
- b. Hazardous Materials.
 - i. Developer shall notify Owner of any objectionable environmental issues revealed by its tests and inspections, if any, and Owner shall cure such objectionable environmental conditions within 30 calendar days after receipt of such notice in a manner and producing such results that are acceptable to Developer and in compliance with all applicable laws and regulations.
 - ii. Prior to the Closing Date, Owner shall, at Owner's sole cost and expense, remove or take remedial action with regard to any hazardous materials on the

Property for which any removal or remedial action is required pursuant to applicable statute, law, ordinance, code, regulation, rule, license, permit or governmental action.

Upon the failure of Owner to remove or cure the objections as set forth in this Section 8, Developer may either terminate the Option and this Agreement or waive the objection, in each case by providing notice of such termination or waiver in writing to Owner. If Developer elects to terminate the Option and this Agreement because of Owner's failure to remove or cure such objections, Owner shall refund Developer the Option Payment.

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

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

- a. *Organization and Authority.* Owner has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement.
- b. *Notices from Governmental Authorities.* Owner has not received any written notice of, and to the best of Owner's knowledge and belief, there is no, violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property.
- c. *Conflicts and Pending Actions.* There is no agreement to which Owner is a party or, to Owner's knowledge, that is binding on Owner or the Property that is in conflict with this Agreement. To the best of Owner's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Owner or relating to the Property which would challenge or impair Owner's ability to execute or perform its obligations under this Agreement.
- d. *Environmental.* To the best of Owner's knowledge, no wells or storage tanks for oil or gasoline are or were located on the Property, nor were any toxic or hazardous materials present, dumped or otherwise used on the Property at any time during or prior to Owner's ownership of the Property. To the best of Owner's knowledge, there are no "**Hazardous Substances**" (as that term is defined under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601(14)) located on, in, or about the Property, and Owner has not received any notice from any governmental authority that the Property is in violation of any environmental law, and to the best of Owner's knowledge, the Property is not in violation of any environmental law. Owner agrees to indemnify, save and hold Developer, its successors and assigns, harmless from and against any

and all costs, losses, liability, damages, claims and expenses including penalties and reasonable attorney's fees, incurred by Developer in connection with or arising out of the production, generation, storage, treatment, disposal or other handling or disposition of any petroleum, oil, gasoline or Hazardous Substances on the Property, occurring prior to the Effective Date, to the extent caused by Owner or its agents. This indemnification obligation shall survive Closing or earlier termination of this Agreement.

- e. Fee Simple Title. Owner has good, marketable, and undivided fee simple title to the Property free and clear of all encumbrances, there are no leases, mineral reservations, oil and gas interests, or unrecorded title matters affecting or encumbering the Property other than those that would reasonably be disclosed on the Title Commitment. Owner shall not convey any interest in the Property to anyone other than Developer during the Term of this Agreement.

11. **Closing.** The purchase of the Property ("**Closing**") shall occur on a date mutually agreed to by both Parties, but in no event later than 30 calendar days after the Exercise Date (the "**Closing Date**"). At Closing, (a) Owner shall execute and deliver to Developer a warranty deed, in recordable form conveying good and marketable fee simple title to the Property free and clear of all liens, leases, encumbrances, easements, restrictions and conditions except as may be approved or waived by Developer as herein provided; (b) Owner shall execute and deliver all documents as may be reasonably required by Developer or the title company to consummate the sale of the Property to Developer; and (c) Developer shall pay the Purchase Price as provided in this Agreement.

12. **Closing Costs.**

- a. Developer's Closing Costs. At Closing, Developer shall pay for (i) Developer's attorney's fees; (ii) the title company's closing fee; (iii) the recording fees for the deed; (iv) costs associated with the Title Commitment; and (v) any other costs for surveys or other studies commissioned by Developer.
- b. Owner's Closing Costs. At Closing, Owner shall pay for (i) Owner's attorney's fees; (ii) fees or commissions of Owner's real estate agent or broker; (iii) any transfer or documentary fees or taxes applicable to the conveyance of the Property; and (iv) any recording fees from curing any objections made under Section 8(a) of this Agreement.

13. **Prorations.** Taxes for the current year, utilities, water charges, and sewer rents, if any, shall be prorated as of the Closing Date and Owner shall pay those taxes that accrued through the Closing Date. Back taxes, if any, and any special assessments shall be paid by Owner.

14. **Planted Crops.** From the Effective Date of this Agreement until the Closing Date, Owner or Owner's farm tenant ("**Farmer**") may engage in dry land farming on portions of the Property during the Term so long as such farming is terminable upon no more than 30 days' prior notice and does not interfere with Developer's ability to investigate and inspect the Property nor interfere with Developer's ability to exercise the Option. Upon Developer's exercise of the Option and prior to the Closing Date, Developer will use commercially reasonable efforts to allow Farmer to harvest any crops planted. If Developer requires possession of the Property prior to harvest of

the existing crop, Developer shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth on the attached Exhibit B.

15. **Default and Termination.**

16. **Notice.** All notices, demands, or other communications given under this Agreement, unless otherwise stated herein, shall be in writing and sent to the following address, in each case by personal delivery or by nationally recognized overnight courier service, or if mailed, by registered or certified mail, and shall be deemed to have been delivered when received or upon refusal to accept delivery:

If to Developer: Tenaska, Inc.
14302 FNB Parkway
Omaha, NE 68154
Attn: Legal Department

If to Owner: Hank Ballinger and Nancy Jane Ballinger
510 Three Forks Road
Richmond, KY 40475

Either Party may change its notice address by providing notice to the other Party in accordance with the notice procedures in this Section 16.

17. **Real Estate Commissions.** Consistent with Section 12(b), Owner shall pay for any compensation, commission, or charges incurred for any real estate agent or broker engaged by Owner. Each Party shall indemnify the other Party and hold the other Party harmless from any cost, expense, or liability (including cost of suit and reasonable attorney's fees) for any compensation, commissions, or any charges claimed by any realtor, broker, or agent claiming to have represented the indemnifying Party with respect to this Agreement.

18. **Spousal Rights.** Any non-title holding spouse executing this Agreement does so for the purpose of releasing her or his right to challenge this Agreement as null and void under any applicable laws, as related to the spouse's community property or homestead rights. Any non-title holding spouse executing this Agreement is subject to the terms and obligations of this Agreement as if they held title to the Property.

19. **Cooperation on Owner's Interest.** Upon Developer's exercise of the Option, it is the Parties' intent that Owner's undivided interest in the Property be sold to Developer under the terms of this Agreement. In the event that Owner's interest in the Property is more or less than that specified in Section 10(e) of this Agreement, then Owner shall execute any and all amendments to this Agreement, the Memorandum, and any other reasonably required documents to reflect Owner's properly undivided ownership interest. Owner agrees to cooperate with Developer in completing any such documents and in any other associated corrections.

20. **Confidentiality.** Owner shall maintain in the strictest confidence, for the benefit of Developer and any assignee or transferee of Developer, the existence and terms of this Agreement, information about Developer's business, site design, methods of operation, or other information related to Developer's business or Developer's planned or potential use of the Property, whether disclosed by Developer, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Developer, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Developer and any assignee or transferee of Developer. Owner shall obtain Developer's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Agreement. The provisions of this Section 20 shall survive the termination or expiration of this Agreement.

21. **Cooperation; Non-Disparagement.** Owner shall support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Developer to obtain and maintain any permits and third party easements and other land rights needed for the Project. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Owner nor Developer shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

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

23. **Assignment.** Developer may assign its rights under this Agreement without the prior written consent of Owner. Upon Developer's assignment of its entire interest under this Agreement, Developer shall be relieved of all further liability and obligations under this Agreement, provided, that: (i) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Developer; and (ii) Developer shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Developer assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Developer's payment and other obligations under this Agreement, in which event Developer shall have no continuing liability.

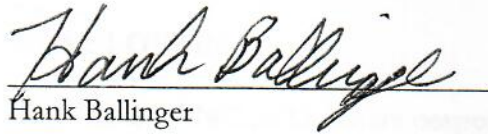
24. **Covenant Running with the Land.** This Agreement, the Option and other rights granted in this Agreement, shall run with the title to the Property and shall be binding on the Parties and their respective successors and assigns. The Parties shall execute the Memorandum of Real Estate Purchase Option in the form attached as Exhibit C (the “**Memorandum**”), and Developer shall cause the Memorandum to be recorded in the Madison County public records.

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

[SIGNATURE PAGE TO FOLLOW]

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

OWNER:


Hank Ballinger


Nancy Jane Ballinger

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

DEVELOPER:

TENASKA, INC., a Delaware corporation


By:  _____
Name: **Jay M. Frisbie** _____
Title: **Vice President** _____

Exhibit A

Property

Parcel 1:

Being approximately 50 acres of Tract 1 (100 acres) of the Final Plat of Springview Farm, of record in Plat Cabinet 27, Page 198, of the Madison County Court Clerk's Office, and known as 510 Three Forks Road, Richmond, Kentucky 40475, as generally depicted below:



Parcel 1 contains 50 acres

Parcel 1 Tax ID No: 0053-0000-0017

The Premises contains 50 acres.

Exhibit B

Crop Loss Calculation

Developer shall pay Owner (or Farmer, if directed by Owner), crop damages for all crops that are removed prior to harvest, in accordance with Section 14, or damaged as a result of Developer's investigations, testing, and inspections during the Term, as calculated below ("**Crop Damages**").

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(e) Owner Records. Developer shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Property and provide such calculation to Owner. If Owner believes that the [REDACTED] is incorrect, Owner may submit records and documentation ("**Owner Records**") that Owner believes accurately reflect the [REDACTED]. For purposes of the foregoing, "Owner Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Developer's sole cost and expense. Developer shall remit payment for any Crop Damage to Owner within 30 days following Developer's receipt of the results of the impartial party's calculation.

Exhibit C

Memorandum of Real Estate Purchase Option

[form attached]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After Recording Return To:
Husch Blackwell LLP
Attn: Tina Chamblee
4801 Main Street, Suite 1000
Kansas City, MO 64112

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (“**Memorandum**”) is entered into this ___ day of _____, 2019, by and between Hank Ballinger and Nancy Jane Ballinger, husband and wife (“**Owner**”), and Tenaska, Inc., a Delaware corporation (“**Developer**”) whose address is 14302 FNB Parkway, Omaha, NE 68154. Owner and Developer are referred to individually as “**Party**” and are collectively referred to as “**Parties**”. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Option Agreement (as defined below).

1. The Parties entered into that certain Real Estate Purchase Option Agreement (“**Option Agreement**”) dated _____, 2019 (“**Effective Date**”), whereby Owner granted to Developer an irrevocable, exclusive and absolute right and option to purchase the Property, together with all easements, rights, rights-of-way and appurtenances thereto, subject to the terms and conditions of the Option Agreement.
2. Legal Description of Property: See attached Exhibit A.
3. Term: Commencing on the Effective Date and ending on the third anniversary of the Effective Date.
4. Assessor’s Parcel Number of the Property: 0053-0000-0017

The purpose of this Memorandum is to give record notice of the Option Agreement and of the rights created thereby, all of which are hereby confirmed. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way to modify or otherwise affect any of the terms and conditions of the Option Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Option Agreement and is subject to the terms, provisions and conditions of the Option Agreement. In the event of any inconsistency between the terms of the Option Agreement and this Memorandum, the terms of the Option Agreement shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

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

OWNER:

Hank Ballinger

Nancy Jane Ballinger

STATE OF KENTUCKY)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Hank Ballinger and Nancy Jane Ballinger.

Name: _____
Title: _____

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

DEVELOPER:

TENASKA, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

)SS:

COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2019 by _____, the _____ of Tenaska, Inc. a Delaware corporation.

Notary Public

This instrument was prepared by Mara E. Pollets

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

(Signature of Preparer)

Mara E. Pollets
(Printed name of Preparer)

Exhibit A

Property

Parcel 1:

Being approximately 50 acres of Tract 1 (100 acres) of the Final Plat of Springview Farm, of record in Plat Cabinet 27, Page 198, of the Madison County Court Clerk's Office, and known as 510 Three Forks Road, Richmond, Kentucky 40475, as generally depicted below:



Parcel 1 contains 50 acres

Parcel 1 Tax ID No: 0053-0000-0017

The Premises contains 50 acres.

FIRST AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT (“**Amendment**”) is made as of the date of the last signature of the parties executing this Amendment (“**Amendment Effective Date**”), by and between Hank Ballinger and Nancy Jane Ballinger, husband and wife (“**Owner**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Developer**”). Owner and Developer may hereafter be referred to as, together, the “**Parties**”.

RECITALS

A. Owner and Developer’s predecessor-in-interest entered into that certain Real Estate Purchase Option Agreement (“**Purchase Option**”) dated [REDACTED] (“**Effective Date**”), a memorandum of which was recorded in the public records of Madison County, Kentucky on [REDACTED], as Document No. 2013990575.

B. Owner and Developer desire to modify the Purchase Option on the terms set forth in this Amendment.

C. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to those terms in the Purchase Option.

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

AGREEMENT

1. Term and Payment. Section 3 of the Purchase Option is hereby deleted in its entirety and replaced with the following:

“Developer shall pay to Owner an initial payment of [REDACTED] within ten business days after the Effective Date (“**Initial Payment**”). Additionally, provided the Exercise Date (as defined below) has not yet occurred, on the Option Effective Date, Developer shall pay to Owner a payment based on the total acreage as set forth on Exhibit A, of [REDACTED] multiplied by the number of acres or partial acres of the Property for the first year of the Term, [REDACTED] multiplied by the number of acres or partial acres of the Property for the second year of the Term and [REDACTED] multiplied by the number of acres or partial acres of the Property for the third year of the Term, payable in equal quarterly installments (each a “**Quarterly Payment**”). Developer shall pay the first Quarterly Payment on or before the Option Effective Date, and thereafter, provided the Exercise Date has not yet occurred, as follows:

ORIGINAL	Term Date	Amount	Pay Date
PYMNT 1	[REDACTED]	[REDACTED]	[REDACTED]
PYMMT 2	[REDACTED]	[REDACTED]	[REDACTED]
YR1 Q4	[REDACTED]	[REDACTED]	[REDACTED]

YR2 Q1	[REDACTED]	[REDACTED]	[REDACTED]
YR2 Q2	[REDACTED]	[REDACTED]	[REDACTED]
YR2 Q3	[REDACTED]	[REDACTED]	[REDACTED]
YR2 Q4	[REDACTED]	[REDACTED]	[REDACTED]
YR3 Q1	[REDACTED]	[REDACTED]	[REDACTED]
YR3 Q2	[REDACTED]	[REDACTED]	[REDACTED]
YR3 Q3	[REDACTED]	[REDACTED]	[REDACTED]
YR3 Q4	[REDACTED]	[REDACTED]	[REDACTED]

**payable w/ in 10 business days of effective date of Amendment*

The Initial Payment and the Quarterly Payments shall be collectively referred to as the **“Option Payment.”**

2. No Modification. Except as specifically set forth in this Amendment, all terms and conditions of the Purchase Option shall remain in full force and effect. In the event of any inconsistency between the terms of the Purchase Option and this Amendment, the terms of this Amendment, shall prevail.

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

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

OWNER:

Hank Ballinger

Name: Hank Ballinger

Nancy Jane Ballinger

Name: Nancy Jane Ballinger

Date executed: 1-10-2020

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

DEVELOPER:

AEUG MADISON SOLAR, LLC,
a Delaware limited liability company

By: _____
Name: RAFAEL ESTEBAN FERNANDEZ de CORDOBA
Title: Authorized Signatory

By: _____
Name: BASILIO GUERRERO
Title: Authorized Signatory

Date: January 29th, 2020

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Cardinal Valley Farms LLC, a Kentucky limited liability company (“**Lessor**”), and Tenaska, Inc., a Delaware corporation (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time (“**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an “**Additional Easement**”) in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee’s activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises ("**Option Rent**"); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A.

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days' written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property ("**Annual Rent**"). "**Useable Property**" means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] acres. "**Unusable Property**" means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date.

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee's initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid ("**Commercial Operations Date**") shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly

incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on

the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee's construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below ("**Crop Damages**"). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation ("**Lessor Records**") that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, "Lessor's Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity (“**Lender**”) as security for the repayment of any indebtedness or the performance of any obligation (“**Mortgage**”) without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee’s rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee’s interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee’s interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Agreement upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for

the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all

heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

Section 9.2 Surrender



Section 9.3 Specific Performance



ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Cardinal Valley Farms LLC
10405 Muirfield Trace
Fishers, IN 46037

If to Lessee:

Tenaska, Inc.
14302 FNB Parkway
Omaha, NE 68154
Attn: Legal Department

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any

rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement ("**Memorandum**"). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description

provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor's signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessee.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

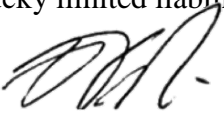
Reserved.

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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

CARDINAL VALLEY FARMS LLC,
a Kentucky limited liability company

By: 
Name: Robert Vinson Vickers
Title: Member / Partner

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Tenaska, Inc.
a Delaware corporation


By:  _____
Name: **Stephen R. Johnson** _____
Title: **Vice President** _____

EXHIBIT A

Legal Description of the Premises

Parcel 1:

A certain parcel of land in the County of Madison, State of Kentucky, on the waters of the West fork of Otter Creek and bounded as follows: BEGINNING at a point on the north side of the Sappington Branch 24 ½ chains below where a sugar tree once stood and corner to James & Laura Taylor down the branch N 83 E 15 ¼ poles S 76 E 41 poles to a stone in said branch corner to the Harbor land crossing ridge N 2 ½ E 49 ½ poles to a stake in another branch corner to the Durham land down the branch S 83 ½ E 40 poles to a stake on the West fork of Otter Creek corner to E. Biggerstaff, up the creek S 32 E 48 poles S 6 E 12 poles S 30 E 26-3/10 poles S 19 ½ W 12 poles, S 5 ¼ W 38 poles S 21 W 8 poles to a stake on the East side of the creek corner to the Walter Dozier land cross the creek up a branch S 37 ¼ W 34 poles S 70 ¼ W 20 poles S 31 ¼ W 38 poles, more or less to a stone on the south side of the branch, a corner of the 58 ½ acres this day conveyed to Joel E. Cosby, thence a new line the dividing line between Joel E. Cosby and Elizabeth Cosby, N 7 ½ E 12-80/100 chains to a stone near a pond N 2 E 14-13/100 chains to the BEGINNING, containing 62-3/4 acres.

There is a 60-foot roadway reserved to the County road along the West side of the creek for the benefit of any and all persons that now own or may hereafter own any of the lands that have come from the estate of J.E. Cosby or may hereafter come from Joel E. Cosby.

THERE IS EXCLUDED FROM the above and not conveyed herein, the following tract of land conveyed to Edythe E. Hall, mother of Gordon L. Hall and Gordon L. Hall, son of Edythe E. Hall, by deed dated February 12, 1975, and recorded in Deed Book 283, at page 16, and described as follows:

A certain parcel of land in the County of Madison, State of Kentucky, on the waters of the West Fork of Otter Creek and bounded as follows: Beginning at a point on the north side of Sappington Branch, a corner to Mrs. S. W. Barclay and Robert Fritz at a gate, thence with Mrs. S. W. Barclay N 2 ½ E 49 1/2 poles, more or less, to a stake in another branch, corner to Karrol L. Switzer, thence with Switzer down the branch S 83 ½ E 40 poles to a stake on the West Fork of Otter Creek, corner to Robert Turley, thence with Turley up the creek in a southerly direction 360 feet, more or less, to a big Elm tree, corner to Robert Fritz, thence up a road with Fritz in a Southwesterly direction approximately 354 feet to a corner with Mrs. Barclay and the point of beginning, containing 6.7 acres, more or less

Parcel 1 contains 56 acres

Parcel 1 Tax ID No: 0066-0000-0002

Parcel 2:

TRACT 1 - The property is situated in Madison County, Kentucky, on the Waters of West Fork of Otter Creek near Red House, Kentucky. BEGINNING at a point in the west right of way line of

the Richmond-Winchester Pike (US Highway No. 227) a corner to Cora Eades; thence leaving the Highway with Cora Eades line N 85 5/8 WEST passing the corner of Cora Eades and G. R. Spurlin at 61.13 chains and continuing with Spurlin, the same course, in all 71.73 chains to a stone corner to G. R. Spurlin's York Land and in line of Spurlin's Dozier land; thence with the line of the Spurlin's Dozier land N 1 5/8 E 17.50 chains to a point in center of small branch, in line of Spurlin and corner to Mrs. R. A. Cosby; thence with her line and with fence S 73 1/2 E passing the corner of a fence at 7.67 chains, and old gate post at 15.47 chains and continuing the same course, in all 16.00 chains to a stake 6 feet from an elm pointer, S 56 1/2 East passing 2 feet north of a Chinkapin oak, marked two hacks, at 3.00 chains, in all 3.15 chains to a stake, S 79 3/4 E 8.32 chains to an elm on the north bank of the branch and 30 feet below a hickory pointer, S 84 1/2 E 8.59 chains to a stake on bank of branch, N 49 1/2 E 6.74 chains to a stake on bank of branch, N 68 1/8 E 6.39 chains to a stake on bank of branch at the end of a stone fence, N 87 5/8 E 4.57 chains, crossing the west fork of Otter Creek, to a double elm bush on the east bank and opposite the mouth of the branch above called for, a corner to Mrs. R. A. Cosby and Mrs. Morgan; thence with Mrs. Morgan's line S 85 1/2 E 16.23 chains to a point in the west right of way line of the Winchester-Richmond Pike, a corner to Mrs. Morgan; thence with said right of way line, S 12 3/4 E 20.32 chains to the BEGINNING, containing 110.44 acres.

THERE IS EXCLUDED FROM THE ABOVE and not conveyed herein, the following described tract conveyed to Clinton T. Allen by deed dated February 1, 1967, and recorded in Deed Book 226, at page 208, in the office aforesaid, to-wit:

Being on the Waters of West Fork of Otter Creek near Red House, in Madison County, Kentucky, and being 30 acres, more or less, and beginning on the west at the corner of the property of Cora Eades and U. S. Highway 338, thence with the line of Cora Eades across the west fork of Otter Creek to a fence, bounded by the lands of first parties, thence with the fence a northerly direction to the line of Robert Turley and Robert Fritz and Jane Fritz, thence with the line of Turley in an easterly direction to the right of way of U. S. Highway No. 338, thence in a southerly direction with the right of way of U. S. Highway 338 to the point of beginning.

TRACT 2 - (Tract #2) A certain tract of land situated on the west side of Ky. Hwy. #388, approximately 4 miles north of Richmond, Kentucky, in Madison County, Kentucky, bounded and described by survey as follows:

Beginning at an iron pin in the west line of Ky. Hwy. #388, a corner to Tract #1, thence leaving said highway with Tract #1 S72°-26'W 949.5 feet to an iron pin and corner to Robert Fritz, thence with Fritz line N32°-50'W 198.4 feet, N58°- 31'W 39.8 feet, N20°-47'W 142.6 feet, N33°-57'W 287.8 feet, N9°-48'W 207.4 feet to an iron pin and corner to Tract #3, thence with Tract #3 S88°02'E 736.6 feet, N69°-23'E 260.3 feet, N86°06'E 102.4 feet N87°06'E 99.7 feet to a post in the west line of Ky. Hwy. #388, a corner, thence with the west line of said highway S10°-29'E 559.7 feet to the beginning containing 16.12 acres.

TRACT 3 - A certain tract of land located in Madison County, Ky., near the Village of Red House and on the waters of Otter Creek, and known as the Dower tract, and bounded as follows: Beginning at a double elm bush on the east bank of the West Fork of Otter Creek and opposite the mouth of a branch in line of J.E. Cosbys tract #1 and corner to Mrs. Morgan; thence with

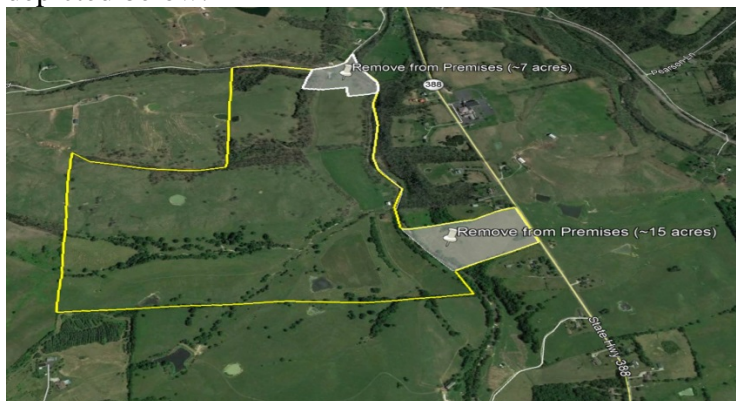
lines of tract No. 1, S 87 5/8 W crossing the west fork and up a branch 4.57 chains to a stake at end of stone wall on bank of branch S 68 1/8 W 6.39 chains to a stake on bank of branch, S 49 1/2 W 6.74 chains to a stake on bank of branch N 84 1/2 W 8.59 chains to an elm on North Bank of branch and 30 feet below a hickory pointer, N 79 3/4 W 8.32 chains to a stake, N 56 1/2 W passing two feet North of a oak, marked two hacks at 15 links, in all 3.15 chains to a stake 6 feet from an elm pointer, N 73 1/2 W passing an old gate post (cut off) at 53 links, the corner of a fence at 8.33 chains and continuing with the fence, the same course in all 16.00 chains to a point in the center of branch, corner tract No. 1 and in line of G. R Spurlin; thence Spurlins line crossing a ridge N 5 1/4 E 11.47 chains N 7 3/8 E 6.79 chains to a post in center of a drain, a corner to J. E. Cosbys Tract No. 2 and line of Spurlin; thence down the drain with line of tract No. 2 and with the trace of an old fence as indicated by occasional standing posts, S 67 3/4 E 6.94 chains to a post, S 65 3/4 E 4.67 chains to a post, S 80 1/2 E 2.28 chains to a point in the center of branch at a cross fence S 74 E 6.16 chains to the end of stone fence at branch, N 77 1/4 E 4.24 chains, to a post near the branch, a corner to tract No. 2 and Mrs. W. J. Lanter, thence continuing down the branch with Mrs. Lanter and the fence N 85 1/4 E 23.59 chains, crossing the west fork of Otter Creek to a stake on the east bank, 12 feet above a cedar, a corner to Mrs. Lanter and line of Mrs. Morgan; thence Mrs. Morgans line up the creek, S 16 W 4.68 chains to a point in the center of creek, S 30 1/2 E 6.41 chains., to a point in center of creek, S 3/4 W 6.01 chains to the beginning, containing 90.00 acres, Ninety and no/100 acres, by survey made by H de B Forbes, Civil Engineer.

Being the same property conveyed to Robert Vinson Vickers, a married person, and Ryan Clayton Vickers, a married person, by Carol A. Vickers and Robert C. Vickers, Trustees of the Robert Fritz Family Trust dated October 30, 2001, and Trustees of the Jane T. Fritz Revocable Trust dated October 30, 2001, by deed dated April 11, 2016 and recorded in Deed Book 730, at Page 29, in the Madison County Clerk's Office.

Parcel 2 contains 186 acres

Parcel 2 Tax ID No: 0066-0000-0015

Less and except that approximately 7 acre portion and that approximately 15 acre portion depicted below:



The Premises contains 220 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Charles A. Hamilton and Shawna Hamilton, husband and wife (“**Lessor**”), and Acciona Energy USA Global LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] of the Premises. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

Section 9.2 Surrender

[REDACTED]

Section 9.3 Specific Performance

[REDACTED]

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Charles A. Hamilton and Shawna Hamilton
1832 Red House Road
Richmond, KY 40475

If to Lessee:

Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or

reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

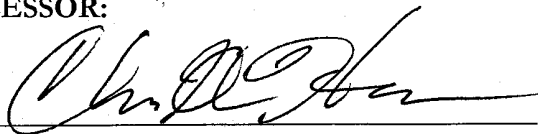
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

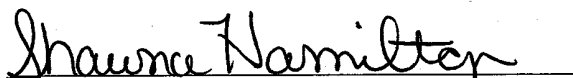
Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:



Charles A. Hamilton



Shawna Hamilton

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

ACCIONA ENERGY USA GLOBAL LLC,
a Delaware limited liability company

By: _____
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

Dated: March 24, 2020

EXHIBIT A

Legal Description of the Premises

Parcel 1:

The following described property, located and situated in Madison County, Kentucky, to-wit: Beginning at a point in the center of the Richmond and Red House Pike, a corner to Charles Davis and Mrs. Parkes, thence new lines with the center of said pike and with Tract No. 1, N 12 E 13.20 chains N 1 ³/₄ W 7.82 chains N ¹/₄ W 2.07 chains to the point in the center of said pike, a corner to Robert Cosby and Parks; thence leaving the pike with the line to Parks S 86 ¹/₄ W 14 links to an end post on the West edge of the pike, S 82 ¹/₄ W 10.17 chains to a walnut snag, a corner to Wilson Eads; thence with lines to him S 71 ³/₄ W 29.89 chains to the West and of a stone buttress on the West side of the West prong of Otter Creek N 77 ¹/₂ W 5.59 chains to a post in line of Jack Roswell, thence with lines to him S 6 ¹/₄ W 2.23 chains to a sycamore in fence, S 24 ³/₄ W 13.88 chains to a point on the North bank of the creek formerly a box elder, a corner to May Collins, thence with the line to him S 38 ³/₄ E 4.20 chains to a large walnut about 30 inches in diameter, standing on the North side of the road at the three forks of Otter Creek, a corner to the said Collins and Charlie Davis; thence with lines to Davis N 67 ¹/₄ E 33.23 chains to a stake near fence corner, S 61 ¹/₄ E 7.00 chains to a stake in fence 6 feet West of a small ash tree S 67 ³/₈ E 9.67 chains to the beginning. There is excluded about 1/10 of an acre which lies on the West side of the road leading from the Red House Pike to Foxtown. There is further excluded the following described property, to-wit: Being all of Tract "A" as shown on Minor Subdivision Plat for Charles A. & Shawna Hamilton, found of record in Plat Book 26 at Page 573, Madison County Clerk's Office.

Being a part of the same property conveyed to Charles A. Hamilton and Shawna Hamilton, husband and wife, from Margaret S. Hale Revocable Trust dated November 20, 2001, by Deed dated February 21, 2014, of record in Deed Book 700 at Page 538, Madison County Clerk's Office.

Parcel 1 contains 56.70 acres

Parcel 1 Tax ID No: 0066-0000-0025-A

The Premises contains 56.70 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Four-Star Development Corporation, Inc., a Kentucky corporation, Frazier Realty Company, LLC, a Kentucky limited liability company and Tudor Holdings, LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date. [REDACTED]

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] acres. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Four-Star Development Corporation, Inc.
1406 Barnes Mill Rd.
Richmond, KY 40475
Attn: Paul Frazier

Frazier Realty Company, LLC
1406 Barnes Mill Rd.
Richmond, KY 40475
Attn: David Frazier

Tudor Holdings, LLC
252 Jolly Ridge Rd.
Richmond, KY 40475
Attn: Ken Tudor

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT

OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and

obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor's signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessee.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be

ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Four-Star Development Corporation, Inc.,
a Kentucky corporation

By: Paul Frazier
Name: PAUL FRAZIER
Title: President

Frazier Realty Company, LLC
a Kentucky limited liability company

By: David Frazier
Name: David Frazier
Title: Managing Member

Tudor Holdings, LLC,
a Kentucky limited liability company

By: [Signature]
Name: KEVIN TUDOR
Title: President

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC
a Delaware limited liability company

By: _____

Name: RAPHEL ESTEBAN FERNANDEZ DE CORDOBA

Title: Authorized Signatory

By: _____

Name: BASILIO GUERRERO MALGO

Title: Authorized Signatory

EXHIBIT A

PREMISES

Parcel 1:

Tract I: A certain tract or parcel of land lying in Madison County, Kentucky on the Red House and Foxtown Road and bounded and described as follows:

Beginning in center of said road and running with the same N 72-3/4 E 8.06 chain corner to Wilson Eades with same S 5-3/4 E 10.20 chains corner to Rufus Spurlin, with Spurlin and Cosby, S 72-1/2 W 15.65 chains corner to Cosby, thence N 6 W 10.82 chains to a point on South side of said road, with road N 74 E 7.45 chains to the beginning.

Being a part of the same property conveyed to Lloyd Bucher and Annell Bucher, husband and wife, from Jim Ed Day, Jr. and Emma Jo Day, by deed dated September 23, 1972, of record in Deed Book 266 at Page 191, Madison County Clerk's Office.

THERE IS EXCLUDED from the above described tract and not conveyed herewith a certain 5.01 acre tract which was conveyed to Thomas L. Floyd and Denise B. Floyd, husband and wife, from Lloyd Bucher and Annell Bucher, husband and wife, by deed dated July 31, 1986, of record in Deed Book 378 at Page 382, Madison County Clerk's Office.

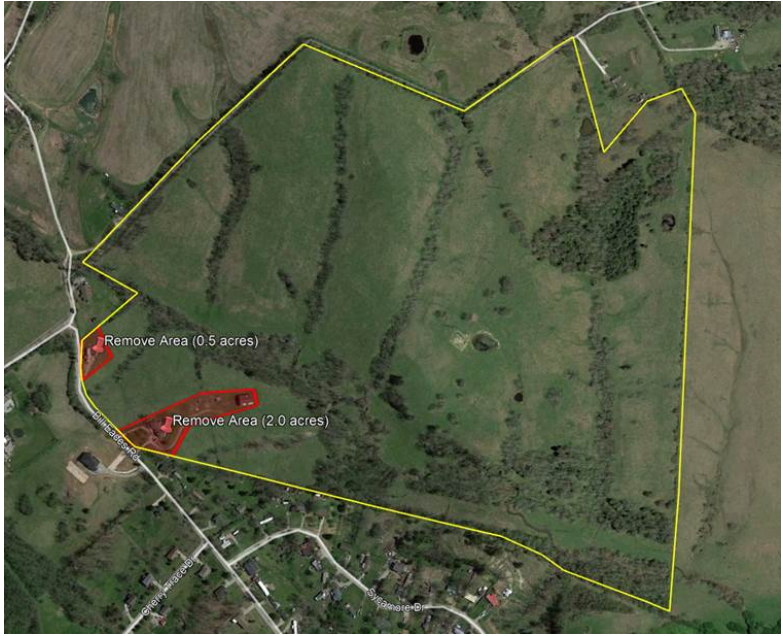
Tract II: A certain tract or parcel of land situated in the County of Madison, State of Kentucky on the South fork of the waters of Otter Creek and bounded as follows:

Beginning at a white oak corner to Ben Bowling N 19 E 144 poles to a white oak corner to Dozier, Park and Burgin thence with Burgin's line S 68 3/4 W 62 poles to a black oak corner to Burgin N 9 W 42 poles to a black walnut Burgin's corner N 50 W 51 poles S 61 1/2 W 92 poles to a branch of Otter Creek S 30 E 17 1/2 poles S 65 W 19 poles to the road and with the road S 19 W 16 poles to a walnut stump S 29 E 16 poles S 47 E 20 poles to a white oak corner to Burgin S 40 1/2 E 62 poles to the beginning.

Being a part of the same property conveyed to Lloyd Bucher and Ann Bucher, husband and wife from S.D. Eades, a single man, and Cora L. Eades, a single woman, by deed dated November 3, 1961, of record in Deed Book 194 at Page 85, Madison County Clerk's Office.

THERE IS EXCLUDED from the above described tract and not conveyed herewith all of Lot 1 as shown on that certain Boundary Survey- Minor Plat for the Annell Bucher Estate, said plat being found of record in Plat Book 28 at Page 296, in the Madison County Clerk's Office, reference to which is hereby made for a more particular description.

Less and except the approximately 2.5 acre portion of the property generally depicted below:



Parcel 1 contains 122.50 acres

Parcel 1 Tax ID No: 0053-0000-0013

The Premises contains 122.50 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Hickory Haven, LLC, a Kentucky limited liability company (“**Lessor**”), and AEUG Madison Solar, LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] acres. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

Section 9.2 Surrender

[REDACTED]

Section 9.3 Specific Performance

[REDACTED]

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Hickory Haven, LLC
Attn: Robert W. Bucher
2256 Red House Road
Richmond, KY 40475

If to Lessee:

AEUG Madison Solar, LLC
c/o Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor

nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.


Section 10.13 State Specific Provisions

Reserved.

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Hickory Haven, LLC,
a Kentucky limited liability company

By: 
Name: Robert Wayne Buckner
Title: Member

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

AEUG Madison Solar, LLC,
a Delaware limited liability company

By: _____
Name: RAFAEL ESTEBAN FERNANDEZ DE CORDOBA
Title: Authorized Signatory

By: _____
Name: BASILIO GUERRERO
Title: Authorized Signatory

Dated: 1-10-2020

EXHIBIT A

Legal Description of the Premises

Parcel 1:

Tract No. 1: A certain tract of land in Madison County, Kentucky on the waters of Otter Creek including the old Thomas P. Harber brick house and bounded and described as follows: Beginning at a sycamore tree on the South bank of a branch a corner to J.E. Cosby; thence N 4 1/2 E crossing the branch and up a hill 48 poles to a stake; thence N 13 E 50 poles to a stake; thence N 8 W 36 poles to a white oak a corner to Simeon Turpin remaining tract of 44.92 acres; thence with the division line West 207 2/10 poles to a stake and some ash bushes on the West line; thence with the old line S 22 1/2 E 130 poles to a stake in a big branch; thence with and down said branch N 82 E 40 poles; thence S 74 E 32 poles; thence N 85 E 34 poles; thence S 75 E 44 1/2 poles to the beginning.

Tract No. 2: Beginning at a white oak tree corner to 136.83 acres sold by said Turpin to said Davis on and on Elihu Biggerstaff's line; thence with said line N 9 1/2 W 12 poles; thence N 11 W 29 poles to a hickory; thence N 5 E 1 2/10 poles to a stake corner to W. R. and E. S. Taylor; thence with their line S 89 3/4 W 194 poles to a stake on Tilford Jones line; thence with the same S 23 1/4 E 24 poles to a white oak corner to said Jones, still with the line N 89 1/2 W 20 2/10 poles to a stone corner to Mrs. Callie Cundiff; thence with her line S 22 1/2 E 24 2/10 poles to an ash bush, corner to said tract sold by Simeon Turpin to Earnest Davis; thence with the division line of the said two tracts N 89 3/4 E 208 poles to the beginning.

Less and except that approximately 10 acre portion of the property generally depicted below:



Parcel 1 contains 171.75 acres

Parcel 1 Tax ID No: 0065-0000-0044

The Premises contains 171.75 acres.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this [REDACTED] (“**Effective Date**”) between Larry Jones, Robert Jones and Erin Jones (“**Lessor**”), and Acciona Energy USA Global LLC, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Madison County in the State of Kentucky, more particularly described in the attached Exhibit A (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection

and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "**Additional Easement**") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintain of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Terms

(a) Option Period. [REDACTED]

(i) [REDACTED]

(b) Extended Term. [REDACTED]

[REDACTED]

(c) Renewal Term. [REDACTED]

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

Lessee shall pay Lessor an annual payment of [REDACTED] per acre, paid quarterly in advance, and measured by the total number of acres within the Premises, prorated for any partial acres within the Premises (“**Option Rent**”); [REDACTED]

[REDACTED] The first payment of Option Rent will be made on or before the Option Effective Date.

[REDACTED] For purposes of calculating the amount of the Option Rent, the Premises are stipulated to be the number of acres set forth in Exhibit A. [REDACTED]

[REDACTED] Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Option Period upon 30 days’ written notice to Lessor; *provided, however*, no such notice shall be required in the event Lessee elects to terminate this Agreement prior to the Option Effective Date.

Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Terms shall be paid as follows:

Within 45 calendar days after the Extended Term Date, Lessee shall pay Lessor an amount equal to (i) [REDACTED] per acre or partial acre of Usable Property plus (ii) [REDACTED] per acre or partial acre of Unusable Property (“**Annual Rent**”). “**Useable Property**” means the portion of the Premises on which Solar Facilities are or will be installed as of the Commercial Operations Date (defined below); *provided, however*, in no event shall the amount of Usable Property be less than [REDACTED] of the Premises. “**Unusable Property**” means the portion of the Premises on which Solar Facilities are not or will not be installed as of the Commercial Operations Date. [REDACTED]

[REDACTED] Lessee, in its sole direction, shall determine the acreage of Usable and Unusable Property based on Lessee’s initial site plan and engineering design. Annual Rent accruing prior to the date on which the Project is delivering energy in commercial quantity to the electric grid (“**Commercial Operations Date**”) shall be based on such determination. The first annual payment of the Annual Rent accruing after the Commercial Operations Date shall be adjusted to account for additional acres, or partial acres, of Usable Property, if any, not included in the payments of Annual Rent accruing prior to the Commercial Operations Date.

Section 3.3 Taxes, Assessments and Utilities

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises. Subject to Section 3.3 (c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Option Rent or Annual Rent, as the case may be, otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of installation of the Solar Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay an amount equal to the increase no later than ten days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes at least 45 days prior to the applicable due date. Lessee shall undertake commercially reasonable efforts to cause the relevant taxing authority to assign a separate tax parcel identification number to Lessee for the increase in property taxes attributable to Lessee's improvements on the Premises.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Facilities on the Premises. The Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance [REDACTED]

[REDACTED] Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extension Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party and the other Party’s officers, directors, employees, representatives, mortgagees and agents (collectively, the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage

(a) Promptly after initial construction, Lessee shall pay Lessor crop damages for all crops that are removed or damaged as a direct result of Lessee’s construction of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below (“**Crop Damages**”). For clarity, crop damage will be paid one time after construction of the Solar Facilities is complete.

Crop damages will be calculated by the following formula:

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b) Lessor Records. Promptly after construction activities on the Premises, Lessee shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Premises and provide such calculation to Lessor. If Lessor believes that the [REDACTED] is incorrect, Lessor may submit records and documentation (“**Lessor Records**”) that Lessor believes accurately reflect the [REDACTED]. For purposes of the foregoing, “Lessor’s Records” shall include, but not be limited to, warehouse/elevator receipts,

applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent, at Lessee's sole cost and expense. Lessee shall remit payment for any Crop Damage to Lessor within 30 days following Lessee's receipt of the results of the impartial party's calculation.

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("**Lender**") as security for the repayment of any indebtedness or the performance of any obligation ("**Mortgage**") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or

conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to an assignee or transferee that has demonstrated experience in developing, managing and operating commercial solar energy facilities reasonably similar to the Solar Facilities and adequate financial resources to perform Lessee's payment and other obligations under this Agreement, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are

independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

[REDACTED]

(a)

(b)

Section 9.2 Surrender

Section 9.3 Specific Performance

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Larry Jones
Robert Jones
Erin Jones
200 Bennett Court

Richmond, KY 40475

If to Lessee:

Acciona Energy USA Global LLC
55 E. Monroe St., Suite 1925
Chicago, IL 60603
Attn: Vice President, Business Development
Email: LandownerRelations@acciona.com

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor

nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

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

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor’s signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

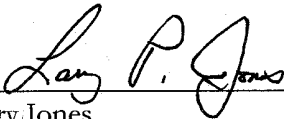
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.


IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:



Larry Jones

Robert Jones



Erin Jones FLA Erin Jones

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:

Larry Jones

Robert Jones

dotloop verified
03/19/20 1:05 PM EDT
F80D-UKBM-BQNW-VD2G

Robert Jones

Erin Jones

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

ACCIONA ENERGY USA GLOBAL LLC,
a Delaware limited liability company

By: _____
Name: Rafael Esteban Fernández de Córdoba
Title: Authorized Signatory

Dated: March 24, 2020

EXHIBIT A

Legal Description of the Premises

Parcel 1:

The following described property, lying, being, and situated in Madison County, Kentucky on the waters of Otter Creek and bounded and described as follows:

Tract No. 1: Beginning at a point in the center of Hammonds Fork of Otter Creek a corner to Boswell's Collin's land, hereinafter described, and other lands of Boswell, thence leaving the Creek new line with Boswell N 67 ½ E 7.34 chains to a stone on South side of County Road No. 216, thence with the South line of said Road, S 23 ¼ E 4.19 chains, S 31 ½ E 3 chains, S 39 5/8 E 10.78 chains, S 44 ¾ E 11.82 chains, thence leaving the road S 1 W 1.91 chains to a point in Hammonds Fork in line of the above Collins land, thence up the Creek with lines of same N 83 ¾ W 1.7 chains, 63 ¾ W 3.85 chains, N 50 ¾ W 4.69 chains, N 67 W 1.4 chains, N 74 W 2.73 chains, S 81 W 2.24 chains, N 31 ¼ W 1.71 chains, N 25 W 2.24 chains, N 26 ¼ W 1.55 chains, N 66 W 1.44 chains to a walnut at the North edge of a water gap, thence crossing Hammonds Fork S 54 ½ W 1.85 chains to a marked sugar tree, N 59 ¼ W 5.55 chains to a stake in stone fence, N 26 ¼ W 1.95 chains to a sugar tree, N 5 ¼ E 7.43 chains to the beginning.

Tract No. 2: Beginning at a point in the center of the Richmond and Red House pike at the Southeast corner of the thirty foot roadway sold by George Phelps to Archie Dunn, thence leaving the pike with the South line of said Road, N 77 ¾ W 26.91 chains to a fence post, N 69 ½ W 12.05 chains to a fence post corner to the land bought by Archie Dunn from George Phelps, thence with the lines of same S 25 W 0.25 chains to a walnut tree, S 82 ½ W 2.36 chains to a stone 5 ½ feet from the North edge of a blazed walnut, thence with new lines with Phelps S 46 E 3.88 chains to a stake on top of a hill, S 65 7/8 E 4.8 chains to a stake near a pond, S 63 E 7.97 chains to a stake 32 feet from the Northwest corner of a tobacco barn, S 67 5/8 E 2.3 chains to a stake 22 feet from the Northwest corner of said barn, S 65 1/8 E 9.79 chains to a stake in the old rail fence S 66 ¾ E 9.91 chains to a stake in the field near a dead apple tree, S 74 E 3.93 chains to a point in the center of the above mentioned pike thence with the center of same N 13 ½ E 9.07 chains to the beginning.

Tract No. 3: Beginning at a large walnut tree on the edge of the road a corner to Chas Davis, thence crossing a creek N 40 ½ W 4.89 chains to the snag of a box elder tree, end of old stone fence on the North bank of Hammond's Fork of Otter Creek, corner to the lands of Jack Boswell. Thence lines to him as now fenced and up said fork N 39 E 2.8 chains, N 6 W 1.35 chains, N 56 W 1.99 chains, N 83 ¾ W 1.07 chains, N 63 ¾ W 3.85 chains, N 52 ¾ W 4.69 chains, N 67 W 1.4 chains, N 74 W 2.73 chains, S 81 W 2.24 chains, N 31 ¾ W 1.71 chains, N 25 W 2.24 chains, N 26 ¼ W 1.55 chains, N 66 W 1.44 chains to a walnut tree at the North edge of a water gap thence crossing Hammond's Fork S 54 ½ W 1.85 chains to a large marked sugar tree, a corner to the said Boswell, thence continuing up the fork with lines to said Boswell N 59 ¼ W 5.55 chains to a stake in a stone fence on the South side of the fork N 26 ¼ W 1.95 chains to a large elm on the North side of Tribbles branch, thence new lines with George W Phelps N 89 ½ E 2.42 chains to a walnut tree on the North bank of the branch S 72 E 11.56 chains to a stake at fence corner thence along an old rail fence S 72 ½ E 3.23 chains, N 79 ¼ E 6.64 chains, N 67 ¾ E 3.45 chains, N 68 ¾ E 5 chains, N 64 ½ E 2.9 chains, N 50 E 6.16 chains to a walnut tree in the fence N 72 ¼ E 3.33 chains to the South side of a large oak tree on the East bank of the branch, N 46 ½ E 4.1 chains to a stake 8 ½ feet

Northwardly from a walnut tree at gate, N 54 E 1.91 chains to a stake N 77 ¼ E 1.13 chains to a stake S 71 ¾ E 2.62 chains to a walnut tree on the East bank of gin creek, N 81 7/8 E 10.74 chains to a walnut tree on hillside N 22 ¾ E .7 chains to a fence post in Chas Davis line, thence with his lines N 69 W 4.03 chains to the beginning.

Tract No. 4: A small strip of land adjoining the above mentioned tract bounded and described as follows, to-wit: Beginning at a fence post in Chas Davis line and corner to the above described tract, thence with line to same S 22 ¾ W 30 feet, thence S 59 E 11.93 chains to a stake, thence S 77 ¾ E 26.91 chains to a point in the center of the Richmond and Red House pike, thence with the center of same N 12.5 E 30 feet to a stake corner to Charlie Davis, thence with his line to him N 77 ¾ W 26.91 chains to a fence post N 69 W 11.93 chains to the beginning.

The last four described tracts being the same property conveyed to S.R. Ballard and Leonard A. Ballard by A.J. Boswell by deed dated January 17, 1920.

Tract No. 5: That certain 60 acres of property generally known as 1802 Red House Road located adjacent to the above-described Tracts 1-4 and conveyed by Tom Williams to Leonard Ballard.

Parcel 1 contains 235 acres

Parcel 1 Tax ID No: 0067-0000-0001

The Premises contains 235 acres.