

SOLAR ENERGY LEASE AGREEMENT

This SOLAR ENERGY LEASE AGREEMENT (“*Lease*”) is entered into effective as of the Effective Date set forth below, by and between (i) Meade County Solar LLC, a Delaware limited liability company (the “*Company*”), and (ii) the landowner(s) set forth below (“*Landowner*”). Landowner and Company may be referred to below together as the “*Parties*” and each a “*Party*.”

1. **Effective Date:** April 12, 2021
2. **Landowner(s):** Hidden Spring Farm LLC
3. **Fee Property:** The real property owned by Landowner located in Meade County, Kentucky, generally as depicted on Exhibit B.
4. **Leased Property:** The real property (excluding coal, oil, gas, water, minerals and all subsurface rights other than as expressly provided herein) located in Meade County, Kentucky, generally as depicted on Exhibit B. See §1.1.
5. **Development Feasibility Term:** Commences on the Effective Date and [REDACTED] subject to options to extend. See §4.2.
6. **Commercial Term:** Commences on the Commercialization Date and [REDACTED] subject to options to extend. See §4.3.
7. **Rent:**

Development Feasibility Term: [REDACTED] per leased acre per year for the first two years; [REDACTED] per leased acre for each six-month extension. See §5.1.

Commercial Term: [REDACTED] per leased acre in Year 1, escalating at [REDACTED] annually thereafter. See §5.2.

The following Exhibits are attached and incorporated herein by reference:

- Exhibit A** – Standard Terms and Conditions
- Exhibit B** – Depiction of Fee Property and Leased Property
- Exhibit C** – Depiction of Utility Easement
- Exhibit D** – Farm Lease
- Exhibit E** – Oil & Gas Lease
- Exhibit F** – Form W-9

[Signatures on the following page]

Signatures to SOLAR ENERGY LEASE AGREEMENT

Company:

Meade County Solar LLC

By: Community Energy Solar, LLC
its Managing Member

By: 

Name: Joel Thomas

Title: Executive Vice President

Landowner(s):

Hidden Spring Farm LLC

By: 

Name: David Hamilton MD

Title: LLC manager 11Apr, 2021

**Alan Francis Hamilton Trust
dated June 24, 1994**

**David Anthony Hamilton Trust
dated June 24, 1994**

**Jeffrey Martin Hamilton Trust
dated June 24, 1994**

**Mary June Hamilton Trust
dated June 24, 1994**

EXHIBIT A

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1. **Grant of Lease.**

1.1. **General.**

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landowner(s) identified on the Cover page hereto (generally, “**Landowner**”) hereby leases to Company, and Company hereby leases from Landowner, the real property (excluding coal, oil, gas, water, and all other minerals and, for the avoidance of doubt, except as expressly provided herein, subsurface rights) as generally depicted in the drawing attached hereto and incorporated herein as Exhibit “B”, as shall be more specifically defined as provided in clause (b), below (the “**Leased Property**”).

(b) Prior to the commencement of the Commercial Term, Company shall obtain a survey of the Leased Property and the Easements, which shall establish the legal descriptions of the Leased Property and the Easements substantially within the boundaries as shown on Exhibit B hereto as of the Effective Date, and shall depict the site plan for the Solar Facility. Such survey and the legal descriptions included therein shall be deemed without further action to replace the applicable descriptions of the Leased Premises and the Easements in Exhibit B, and the Leased Premises and the Easements shall thereafter be as described in the modified Exhibit B. Company shall deliver to Landowner drafts of the survey for its review and reasonable and customary comments, which comments shall be reflected in the final survey so long as any such comments as to the boundaries of the Leased Property and the Easements are consistent with this Section 1.1(b). Without limitation of the foregoing, promptly following a request by the Company or Landowner, Company and Landowner shall enter into an amendment of this Lease to document such replacement.

1.2. **Development Feasibility Term.** During the Development Feasibility Term, Company shall use the Leased Property to perform customary evaluation thereof (the “**Evaluation**”) to determine the feasibility of development of a ground-mounted photovoltaic electric generating facility for the conversion of solar energy into electrical energy thereon (as further described in Exhibit A, the “**Solar Facility**”).

Landowner expressly reserves the right to use the Leased Property during the Development Feasibility Term for uses that do not interfere with the Evaluation and determination of the feasibility of the Solar Facility, specifically including, but not limited to, farming, provided, however, that:

(a) Landowner may not use the Leased Property in a manner inconsistent with Company’s use of any access roads thereon for the Evaluation including, without limitation, blocking said roads, gating, locking or using in a manner that would prevent reasonable access for pedestrian and vehicular ingress and egress by Company;

(b) any such use of the Leased Property by Landowner shall not include solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Company in this Lease); and

(c) any easements or leases entered into by Landowner with respect to the Leased Property after the date of this Lease shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Company and any assignee hereunder.

1.3. Commercial Term. During the Commercial Term, Company (including any successor, assignee or sublessee thereof) shall use the Leased Property solely for the development, construction, ownership, operation, maintenance and repair of the Solar Facility (the “*Permitted Use*”). In connection with the Permitted Use, Company shall have the exclusive right:

(a) to construct, install and operate on the Leased Property multiple solar panels and inverters;

(b) to erect, construct and use all the necessary and requisite devices, fixtures, appurtenances and facilities for the Solar Facility, as determined in the sole and absolute discretion of Company (subject to the terms and conditions hereof), including but not limited to: foundations, supports, concrete pads and footings; fences, and roads for ingress and egress of construction and maintenance vehicles; the physical preparation of the site on which the Solar Facility will be installed and the preparation of access routes thereto (whether located on the Leased Property or, if necessary, from the public right of way on the Fee Property); power collection facilities, including underground or above ground distribution and collection lines between Solar Facility Equipment and from Solar Facility Equipment to one or more substations and points of interconnection with the power grid; wires and cables, conduit and above-ground transformers for the Solar Facility; substations or interconnection and switching facilities which Company may connect to the utility transmission system; underground or above ground control, communications and telecommunications equipment, including underground fiber, wires, cables and conduit; erosion control facilities; signs, gates and other safety and protection facilities; control and administration buildings; and other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the solar panels and inverters, collectively referred to herein as the “*Solar Facility Equipment*”);

(c) to maintain, clean, repair, replace and dispose of part or all of the Solar Facility Equipment;

(d) subject to the terms hereof, to allow and control access of third parties to the Leased Property. The Company may invite third parties upon the Leased Property in connection with the Permitted Use without permission from the Landowner so long as the terms of this Lease are not violated;

(e) to trim or cut down trees, shrubs or any other landscaping and vegetation on the Leased Property as may be necessary for the exercise of rights granted to Company pursuant to this Lease; and

(f) to gate or otherwise secure the Leased Property.

1.4. General Powers of Company. The rights granted to Company in this Lease permit Company to undertake all activities on the Leased Property that Company reasonably determines are necessary, useful, appropriate or convenient in connection with, or incidental to the Permitted Use, including conducting surveys and environmental, biological, cultural and other tests and

studies and conducting site tours to demonstrate the generation of electricity from solar power for educational and commercial purposes.

1.5. Design and Placement of Solar Facility Equipment. Company shall have sole and absolute discretion as to the location of Solar Facility Equipment on the Leased Property and the extent of construction activity required in connection with such Solar Facility Equipment; provided that (a) Company shall not grade the Leased Property or the Easements in a manner that materially affects the existing contours of the land or materially displaces any topsoil, (b) it being hereby acknowledged that placement of the Solar Facility Equipment within the Leased Property does not interfere with the operation or maintenance of the Gas Facilities, (c) that such placement is consistent with all zoning requirements and permits applicable thereto, (d) that Company shall construct, install, own, operate, maintain, repair the Solar Facility and otherwise conduct its activities on the Leased Property and Easements in accordance with all applicable laws, ordinances, regulations and rules. Prior to the Commercialization Date, Company shall deliver to Landowner the design of the Solar Facility and consult with Landowner in respect thereof [for informational purposes only]. Company shall provide copies of any subsequent designs of the Solar Facility to the extent of any material modifications of the design previously provided. Landowner acknowledges that a portion of the Solar Facility Equipment to be constructed by Company on the Leased Property may include buried or above ground electrical and communications lines among Solar Facility Equipment, and from the Solar Facility to electrical substations and other points of interconnection on the power grid serving the Solar Facility within the Leased Property and otherwise as provided in Section 2.1(c).

1.6. Roads. Company shall have the right to use the existing roads on the Leased Property and to construct or improve, from time to time and at any time, one or more additional roads over, across and through the Leased Property as suitable for Company's use thereof.

1.7. Repowering. The Parties recognize that (a) power generation technologies are improving at a rapid rate and that Company may (but shall not be obligated to) from time to time replace or repair Solar Facility Equipment on the Leased Property with newer (and potentially smaller or larger) models and types of Solar Facility Equipment, subject to reasonable height limitations requested by Landowner to minimize the visual impact of such equipment, and (b) the activities contemplated by this Lease may be accomplished by Company or by one or more qualified, and, where required or appropriate, licensed, insured and registered third parties authorized by Company.

1.8. Defined Terms. As used herein, the term "**Affiliate**" means any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Landowner. The term "**control**" as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or partnership interests, by contract or otherwise. The term "**Prudent Industry Practices**" means those practices, methods, equipment, specifications and standards of safety and performance, as the same may be changed from time to time, as are generally used in the solar power industry, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with

the construction, installation, operation, interconnection, maintenance and removal of similar solar photovoltaic generation equipment located in the United States.

2. **Easements.**

2.1. **Grant.** Landowner hereby grants to Company the following easements during the Term of this Lease (collectively, the “***Easements***”):

(a) an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar energy resources over and across the Leased Property (the “***Solar Easement***”);

(b) without expense to or additional cost incurred by the Landowner and subject to any other rights therein, to utilize, on a nonexclusive basis and with prior notice to Landowner, any electric utility, communication, transmission or other easements, rights of way or licenses already held by Landowner over the Fee Property, which Company determines could be used for the benefit of the Solar Facility, as permitted by the instruments evidencing such rights and other applicable laws, regulations and permits;

(c) a nonexclusive easement on, over, across, under and through the Fee Property to install and maintain cables, network connections, data acquisition systems, telecommunications systems, electrical wiring, wire management systems, electric meters, power distribution boxes, connecting hardware and other equipment and materials used by Company for communications equipment or to interconnect the Solar Facility with the electric power grid (“***Interconnection Facilities***”) on, over or under certain portions of the Fee Property as shown generally in Exhibit C (the “***Utility Easement***”), and to be updated in the Survey. The Utility Easement shall have a width of twenty-five feet. The Parties shall work in good faith to adjust the location of the Utility Easement should the location shown in Exhibit C present development challenges. Except as required by an authority having jurisdiction or as made necessary by physical obstruction in the sole discretion of Company, or as otherwise approved in advance by Landowner in writing, all Interconnection Facilities as described herein shall be installed underground to a depth of at least four (4) feet, sufficient to allow Landowner or Landowner’s assigns to safely cultivate agricultural crops on the Utility Easement in accordance with local industry-standard farming practices. On the Commercialization Date, Company shall pay to Landowner a one-time payment equal to Ten Dollars (\$10) per linear foot of the Utility Easement. During the Term of the Lease, on the first anniversary of the Commercialization Date, and upon each subsequent anniversary of the Commercialization Date, Company shall pay Landowner an annual payment equal to One Dollar (\$1) per linear foot of the Utility Easement;

(d) A non-exclusive easement and right-of-way on, over and across those areas of the Fee Property generally shown in Exhibit B and as further defined in the Survey, for vehicular and pedestrian ingress, egress and access to and from the Leased Property and the Easements by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Fee Property, and (ii) such additional roads, lanes and rights of way as may be constructed or created (including rights to maintain, improve, or rebuild such roads) from time to time (the “***Access Easement***”); and

(e) an easement over the Fee Property for visual, view, light, flicker, noise, vibration and any other effects attributable to the Solar Facility in accordance with this Lease; and

2.2. Terms and Conditions. With respect to each Easement:

(a) to the extent permitted by applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, such Easement shall be appurtenant to the Leased Property;

(b) such Easement shall run with and benefit the Leased Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Landowner and the holder of the Easement and their respective successors and assigns, and all persons claiming under them;

(c) no failure to use an Easement on the part of Company shall be deemed to constitute an abandonment, surrender or termination thereof, except (i) upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Landowner or (ii) the termination of this Lease pursuant to Sections 4.2(b), 4.3(b) or 12.1(b) hereof;

(d) such Easements shall terminate and the land shall revert back to Landowner upon the expiration or termination of this Lease, at which time Company or the holder of the Easement shall provide to Landowner a written quitclaim deed and release in recordable form conveying the Easement back to Landowner;

(e) non-use of the Easement shall not prevent the future use of the entire scope thereof; and

(f) subject to the terms hereof, no use of or improvement to the Leased Property or any lands benefited by the Easement, for the Permitted Use or as described in this Section 2.2, and no assignment hereof, shall, separately or in the aggregate, constitute an overburdening of the Easement.

2.3. Stand-Alone Agreements. Upon Company's request from time to time, Landowner shall grant to Company (or, as to the Utility Easement, if applicable, to the interconnecting utility), in recordable form and containing such terms and provisions as may reasonably be requested by Company for no additional consideration:

(a) stand-alone easements for any of the Easements granted hereunder; or

(b) in the case of Easements already held by Landowner as provided in Section 2.1(b), subeasements; and

(c) without limitation of Section 2.2(d), the term of the easements described in Section 2.1 shall run concurrently with the Term (or for a shorter period of time as may be requested by Company) and shall terminate upon the expiration or termination of this Lease.

3. Survey. Prior to the Commercialization Date (as defined below), Company shall cause to be conducted, at Company's sole expense, a survey of the Leased Property and the Easements,

which shall establish the legal descriptions of the Leased Property and the Easements substantially within the boundaries as shown on Exhibit B hereto as of the Effective Date, and shall include the site plan for the Solar Facility (the “*Survey*”). Landowner shall cooperate therewith at Company’s expense. Company shall deliver to Landowner drafts of the survey for its review and reasonable and customary comments, which comments shall be reflected in the final survey so long as any such comments as to the boundaries of the Leased Property and the Easements are consistent with this Section 3. Following the completion of the Survey, the Parties shall amend this Lease to include metes-and-bounds descriptions of the Leased Property and the Easements.

4. **Lease Term.**

4.1. **Commercialization Date; Commercial Operation.** The “*Commercialization Date*” for the Solar Facility means the date on which Groundbreaking occurs. As used herein, “*Groundbreaking*” shall mean the earlier of (a) when earth is moved for the improvement of the Leased Property for the construction of the Solar Facility, (b) when the first Solar Facility support structure is installed below grade at the Leased Property, and (c) when Company elects to make the first annual Commercial Term rent payment in the amount set forth in Section 5.2(a). Movement of earth during the Development Feasibility Term as part of the Evaluation shall not be considered Groundbreaking and shall not cause the Commercialization Date to occur. Company shall notify Landowner promptly if and when the Commercialization Date occurs. Upon request, Company shall provide a copy of the notice of approval of the interconnecting utility to operate the Solar Facility.

4.2. **Development Feasibility Term.**

(a) The Development Feasibility Term of this Lease shall commence on the Effective Date and end on the earlier to occur of the [REDACTED] (the “*Development Feasibility Term*”); provided that Company shall have the right to extend the Development Feasibility Term for up to [REDACTED] by notice to Landowner not less than ninety (90) days) before the expiration of the Development Feasibility Term or the first extension of the Development Feasibility Term, as applicable. If the Commercialization Date does not occur prior to expiration of the Development Feasibility Term (as it may be extended), this Lease shall terminate, and Company shall satisfy the obligations set forth in Section 7.1.

(b) Company, in its sole and absolute discretion, shall have the right to terminate this Lease, as to all or any portion of the Leased Property, at any time during the Development Feasibility Term, effective upon at least seven (7) days written notice to Landowner. If such termination is as to only part of the Leased Property, (i) this Lease shall remain in effect as to the remainder of the Leased Property, and (ii) Company shall satisfy the obligations set forth in Section 7.1 for that portion of the Leased Property with respect to which Company has exercised such termination right. The termination of this Lease as to a part but not the whole of the Leased Property shall be subject to delivery by Company to Landowner of a survey showing the portion of the Fee Property that will thereafter be included in the Leased Property and the Easements, including a metes and bounds description thereof. This Lease shall be amended to modify Exhibit B and Exhibit C, as applicable, consistent with such survey, and thereafter, the Leased Property and the Easements as shown thereon shall be subject to the terms and conditions of this Lease.

4.3. Commercial Term.

(a) The Commercial Term shall commence on the Commercialization Date, and shall [REDACTED], provided that Company shall have the right to extend the Commercial Term for up to [REDACTED] (each, an “*Extended Term*”), by notice to Landowner before the expiration of the Commercial Term or the Extended Term. Company may elect to exercise its option to extend the Term by giving Landowner written notice of such election not earlier than eighteen (18) months and not later than six (6) months prior to the expiration of the then-current Commercial Term. Upon satisfaction of the notice requirements to Landowner, the Commercial Term shall be extended for such Extended Term upon the same terms, conditions and covenants as are contained in this Lease, subject to Section 5.2(b) below.

(b) Company, in its sole and absolute discretion, shall have the right to terminate this Lease, as to all or any portion of the Leased Property, at any time during the Commercial Term, effective upon at least ninety (90) days written notice to Landowner. If such termination is as to only part of the Leased Property, (i) this Lease shall remain in effect as to the remainder of the Leased Property, and (ii) Company shall satisfy the obligations set forth in Section 7 for that portion of the Leased Property with respect to which Company has exercised such termination right. The termination of this Lease as to a part but not the whole of the Leased Property shall be subject to delivery by Company to Landowner of a survey showing the portion of the Fee Property that will thereafter be included in the Leased Property and the Easements, including a metes and bounds description thereof. This Lease shall be amended to modify Exhibit B consistent with such survey, and thereafter, the Leased Property and the Easements as shown thereon shall be subject to the terms and conditions of this Lease.

4.4. Term. As used herein, the “*Term*” shall mean collectively the Development Feasibility Term (including any extension(s) thereof) and the Commercial Term (including any Extended Term(s)).

5. Landowner Rent, Consideration and Other Terms.

5.1. Rent During the Development Feasibility Term. During the Development Feasibility Term, Company shall pay to Landowner [REDACTED] per acre of Leased Property per year (the “*Development Feasibility Term Rent*”). In the event the Development Term is extended pursuant to Section 4.3(a) of this Agreement, the Development Feasibility Term Rent shall be equal to [REDACTED] per acre of Leased Property for each six-month extension. The rent for the first year of the Development Feasibility Term shall be due within thirty (30) days after the Effective Date. The rent for each subsequent year of the Development Feasibility Term, and each six-month extension of the Development Feasibility Term, shall be payable on or before the commencement of such year or extension period, as applicable. Any rent due for any portion of Development Feasibility Term in effect prior to the effective termination of this Lease shall remain payable if not then paid) and shall be non-refundable, whether such termination is in whole or part and shall not offset any future amounts due under this Agreement.

5.2. Rent During the Commercial Term.

(a) For the first year of the Commercial Term, Company shall pay to Landowner "**Commercial Term Rent**" equal to [REDACTED] per acre of Leased Property. The Commercial Term Rent for the first year of the Commercial Term shall be due on or before the Commercialization Date. For each subsequent year of the Commercial Term, Company shall pay to Landowner Commercial Term Rent equal to the prior year's Commercial Term Rent increased by [REDACTED]. The Commercial Term Rent for each subsequent year of the Commercial Term, as it may be extended, shall be due on or before each anniversary of the Commercialization Date. Any rent payable for less than a full 12-month period because of the scheduled expiration of the Commercial Term shall be prorated on the basis of a 365-day year.

(b) Rent for the first year of each Extended Term (if any) shall be set to equal the Commercial Term Rent paid in the prior year, increased by [REDACTED] Commercial Term Rent for each subsequent year of any Extended Term shall escalate at [REDACTED] per year.

(c) Any rent then due and payable as of the date of the termination of this Lease shall remain due and payable and shall be non-refundable, whether such termination of this Lease is in whole or part, and shall not offset any future amounts due under this Agreement, if any.

5.3. Additional Consideration and Other Terms.

(a) In the event Company's activities during the Development Feasibility Term damage any crops in commercial cultivation on the Leased Property or the Fee Property or in the event the Commercialization Date occurs during the commercial cultivation of crops on the Leased Property, Company shall pay to Landowner, or Landowner's tenant as applicable, a one-time payment for each such occurrence equaling the then-current fair market value of the crops damaged by Company determined based on the average yields for such crop over the prior five years, and without regard to any insurance that may be applicable to such damage. For this purpose, "fair market value" shall mean the average of the prices quoted for the applicable crop for Louisville, Kentucky by Continental Grain and Barge Company as of the second Wednesday in November, and calculated based on the average yield for the affected crop during the five preceding years.

(b) For each month (or portion thereof) it takes Company to accomplish the tasks listed in Sections 7.1. (a) – (c) below, Company shall pay Landowner in advance of such month, rent in a manner and amount equal to 1/12 of the rent applicable to the Leased Property in the last year of the Commercial Term.

(c) Landowner shall furnish Company with a signed, completed form W-9 by the Effective Date, and thereafter within thirty (30) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of the Landowner's interest in the Lease. Without limiting Company's obligation to pay Rent or other amounts due to Landowner hereunder, Company shall be entitled to delay making any such payments to Landowner until Landowner has provided such W-9. For convenience, the W-9 form is attached as Exhibit C.

5.4. Most Favored Nations. In the event Company agrees to pay rent in a lease agreement with another landowner for property within five (5) miles of the Leased Property and more than ten (10) acres in size for an electric generating or electric storage facility at a rate higher

than provided in Sections 5.1 and 5.2, then Company shall disclose such rent terms to Landowner and offer such higher rate to Landowner on such terms. If Landowner accepts such rent and terms in writing, such increased Rent shall be effective as of the date of Landowner's acceptance and shall be paid with the next installment of Rent due to Landowner, and this Lease shall be amended to reflect the change to the Rent and the terms of such Rent.

5.5. Condition of Solar Facility and Leased Property. Company shall construct, install, operate, maintain and remove the Solar Facility and the Interconnection Facilities in accordance with all applicable laws, regulations, ordinances, orders, and rules. Company shall maintain the Solar Facility and the Interconnection Facilities in good condition and working order, and Company shall maintain the Leased Property and the Easements in a neat, clean and orderly condition, consistent with Prudent Industry Practices.

6. Property Taxes. Company shall pay any personal property and real property taxes assessed or levied against the Solar Facility Equipment. Company shall reimburse Landowner for any real property taxes levied against the Leased Property, including any "roll-back" taxes directly related to the reclassification of the Leased Property as a result of the Solar Facility or this Lease, to the extent that such taxes are not separately assessed to Company and paid directly by Company to the taxing authorities. Company shall not be liable for taxes attributable to facilities installed by Landowner or others on the Leased Property. It is a condition to Landowner's right to reimbursement of any taxes hereunder that Landowner shall have paid such taxes to the taxing authority on or prior to the due date, shall have provided proof of such payment to Company within fifteen (15) days of the payment, and shall have submitted the related tax bills to Company within fifteen (15) business days after Landowner receives such bills from the taxing authority. If Landowner fails to make such payment and provide proof thereof to the Company, the Company shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from any amounts due Landowner under this Section 6 of the Lease. Further, Company shall have the right to pay its portion of the real property taxes directly to the taxing authority, provided it provides proof of such payment to the Landowner. Company shall make commercially reasonable efforts to cause the leasehold estate of Company to be separately assessed for property tax purposes.

7. Removal of Solar Facility Equipment and Restoration of Property.

7.1. Upon Termination. As soon as reasonably practicable but in no event later than six (6) months following the expiration or earlier termination of this Lease, Company shall, at Company's sole cost and expense,

- (a) remove all above-ground Solar Facility Equipment,
- (b) remove all Solar Facility Equipment installed below-grade, and
- (c) restore the soil surface of the Leased Property and any other affected area of the Fee Property to a condition reasonably similar to its original condition.

7.2. Landowner Right to Perform. If Company fails to so remove the Solar Facility Equipment within six (6) months after the termination or expiration of this Lease,

within thirty (30) days after receipt of an invoice from Landowner, or

7.3. Decommissioning Cost. No more than 90 days in advance of the Commercialization Date, Company shall provide to Landowner an estimate of the cost, calculated by a reputable, mutually agreed upon third-party engineer not associated with the Company or with the engineer or engineering firm that prepared the site plan or construction plans for the Solar Facility, for the removal of the Solar Facility Equipment from the Leased Property and the restoration of the soil surface of the Leased Property (the “*Decommissioning Cost Estimate*”). The estimated net market value of scrap or recyclable materials shall be considered in calculating the Decommissioning Cost Estimate. The Decommissioning Cost Estimate shall be updated every five (5) years at Company’s sole expense.

7.4. Posting of Security. No later than the Commercialization Date, and for the remaining duration of the Commercial Term (as it may be extended), Company shall post or arrange for the posting of security funds in a manner and amount sufficient to ensure decommissioning of the Solar Facility and removal of the Solar Facility Equipment from the Leased Property consistent with the Decommissioning Cost Estimate, as it may be updated (“*Decommissioning Security*”). The Decommissioning Security may be posted with an appropriate commercial entity, or if required, a local government agency. The form of the Decommissioning Security shall be in the form of a guaranty, bond, letter of credit, or other form of surety from an entity with an unsecured debt rating of at least A- by S&P or A3 by Moody’s. Landowner shall have the right to review and approve the form of and plan for using the Decommissioning Security; provided, however, such approval shall not be unreasonably withheld, conditioned or delayed. In the event that a governmental entity with jurisdiction over the Solar Facility requires Company to post a bond or security to secure its performance in removing the Solar Facility Equipment and restoring the Leased Property, then Company’s posting of such bond or security shall be deemed to satisfy its obligations arising under this Section 7.4 to the extent of the amount of such bond or security. To the extent of any deficiency between the Decommissioning Cost Estimate and the amount required to be posted by the governmental authority, then Company shall post security in the amount of the deficiency consistent with acceptable forms of such security listed in this Section 7.4. Company shall provide written evidence to Landowner of Company’s posting of security within thirty (30) days of such posting. The Decommissioning Security shall remain in effect until Company has completed the decommissioning of the Solar Facility and the removal of the Solar Facility Equipment from the Leased Property and met all of Company’s obligations required under Section 7.1 of this Lease. The failure of Company to secure, update and maintain the Decommissioning Security shall constitute a default of Company under this Lease. Landowner may draw on the Decommissioning Security to pay for or to reimburse Landowner for the costs of removal and decommissioning of the Solar Facility Equipment and restoration of the Leased Property and Easements done in conformity with the provisions of Section 7.2.

7.5. Decommissioning Plan by Governmental Authority. In the event that a decommissioning plan related to the Solar Facility is reviewed and approved by a governmental

authority having jurisdiction (typically the county in which the Solar Facility is located), then Company's performance of the decommissioning plan's obligations shall satisfy Company's obligations set forth in this Section 7 of the Lease. Notwithstanding the foregoing, Company shall remain obligated to remove the Solar Facility Equipment and restore the Leased Property in the manner described in this Section 7.

8. **Company's Representations, Warranties and Covenants.**

8.1. **Company's Authority.** Company represents to Landowner that Company has the unrestricted right and authority to sign this Lease, and when signed by Company, this Lease constitutes a valid and binding agreement enforceable against Company in accordance with its terms.

8.2. **Requirements and Governmental Agencies.**

(a) Company shall comply in all material respects with all laws, ordinances, orders, rules, or regulations applicable to the Leased Property, the Easements, the Solar Facility Equipment, and the Solar Facility, but shall have the right, in its sole discretion and expense, in its name or Landowner's name, to contest the validity or applicability to the Leased Property or the Solar Facility Equipment of any law, ordinance, order, rule, or regulation that is not in effect as of the expiration of the Development Feasibility Period of any governmental agency or entity so long as such contest does not result in (including by delay in compliance with any such law, ordinance, order, rule or regulation) (a) Landowner incurring any cost or expense, including without limitation, any fee or penalty, (b) cause Landowner to be subject to any limitations in its use of the Fee Property, or (c) without limitation of the foregoing, result in any proceeding against or involving Landowner. Company shall control any such contest and Landowner shall cooperate with Company in every reasonable way in such contest, at no out-of-pocket expense to Landowner.

(b) Company shall not begin construction of the Solar Facility until it has obtained all of the permits required to construct and install the Solar Facility Equipment, copies of which have been delivered to Landowner, and such permits are final and not subject to appeal.

8.3. **Mechanic's Liens.** Company shall keep the Leased Property and the Fee Property free and clear of all liens and claims of liens, including without limitation, liens for labor and services performed on, and materials, supplies or equipment furnished to, the Leased Property in connection with Company's use of the Leased Property pursuant to this Lease. Company shall remove or bond over any such lien that is caused by Company's use of the Leased Property within thirty (30) calendar days of receiving notice of such lien.

8.4. **Hazardous Materials.** Company shall and shall require its contractors to transport, use and dispose of hazardous materials, if any, brought to the Fee Property (including the Leased Property) in accordance with all applicable laws, ordinances, rules and regulations. Without limitation of Section 13 or Section 8.1, Company shall indemnify, defend and hold harmless Landowner against Company's (or its contractor's, contractor's subcontractor's or any other representative's) violation on the Leased Property, the Easements, or any other property of any applicable law, ordinance, rule or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any

substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Leased Property, the Easements, or the Fee Property.

8.5. Safety Measures. Company shall take reasonable safety and security measures not less stringent than is consistent with Prudent Industry Practices to reduce the risk of damage to the Solar Facility or the risk that the Solar Facility, including, without limitation, the construction installation, or operation thereof, could cause damage, injury or death to people, livestock and other animals, or property.

8.6. Damage to Fences and Gates. Company shall repair any damage caused by Company, at no cost to Landowner, to any fences, gates, buildings and other fixtures located on the Leased Property or within the area of any Easements (the “**Landowner Improvements**”) to the extent caused by the construction or operation of the Solar Facility; provided the Landowner Improvements do not conflict with the ongoing construction, operation and maintenance of the Solar Facility.

8.7. Electric Lines. With respect to the Utility Easement, Company shall use commercially reasonable efforts to install any Interconnection Facilities so that, following installation thereof, the land under or over such lines may be used by the Parties in accordance with the terms of this Lease.

8.8. Maintenance of Leased Property and Access Roads. Company shall maintain the Leased Property in a manner consistent with returning the same back to its original condition as required by Section 7 above, including, but not limited, to erosion and weed control measures, as and when reasonably deemed necessary by Company. Company shall maintain all access roads and the Easements serving the Leased Property, including erosion and weed control measures, as and when reasonably deemed necessary by Company.

9. **Landowner’s Representations, Warranties and Covenants.** Landowner hereby represents as follows:

9.1. Landowner’s Authority. To Landowner’s knowledge Landowner has good title to the Leased Property, subject only to those matters that appear of record in the Meade County Clerk’s Office, and has full right and authority to make this Lease and to perform its obligations hereunder, and this Lease does not conflict with, and its execution by Landowner will not result in a default or event of default under, any other agreement to which Landowner is bound. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. No rights to convert the solar resources of the Leased Property or to otherwise use the Leased Property for solar energy purposes have been granted to or are held by any other party other than Company. To Landowner’s knowledge there are no covenants, restrictions, rights of way, easements or other encumbrances on the Leased Property that will prevent Company’s use of the Leased Property as contemplated herein. Notwithstanding anything to the contrary contained in the preceding sentence, Company acknowledges that (a) the Leased Property is subject to a written farm lease as described on Exhibit D (“Farm Lease”), and (b) an oil and gas lease affecting the Fee Property outside the Leased Property as such lease is more fully described on Exhibit E attached hereto (“Oil and Gas Lease”).

9.2. Ownership of Solar Facility; Not a Fixture. Company, or its nominee, is the exclusive owner and operator of the Solar Facility. Except as provided in Section 7.2, Landowner shall have no ownership or other interest in any Solar Facility Equipment installed on the Leased Property or on the Easements, and Company shall at all times retain title to the Solar Facility Equipment, with the right, at any time and in its sole discretion, to remove, replace or repair one or more components of Solar Facility Equipment. The Solar Facility and the Solar Facility Equipment are not fixtures, and Landowner may not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber (collectively, a “**Transfer**”) the Solar Facility or any Solar Facility Equipment together with its fee interest or leasehold rights to the Leased Property. Landowner represents that it shall keep the Solar Facility Equipment free from all liens claimed by or through Landowner, specifically excluding, any and all landlord liens or other liens by Landowner arising in connection with unpaid amounts due hereunder. Should any such liens be filed against the Solar Facility Equipment by reason of the acts of Landowner, Landowner shall cause the lien to be cancelled or otherwise discharged within thirty (30) days of receiving notice of such lien.

9.3. Notice of Transfers. Landowner shall give Company at least thirty (30) days written notice prior to any Transfer of all or a portion of the Leased Property or the Fee Property identifying the transferee, the portion of Landowner’s property to be transferred and the proposed date of Transfer. This Lease shall run with the Leased Property and survive any Transfer thereof.

9.4. No Interference. Company shall have the sole and exclusive right to convert all of the solar resources over and across the Leased Property. Except as provided herein, Landowner’s activities and any grant of rights Landowner makes to any third party, whether located on the Leased Property, the Fee Property or elsewhere, shall not, now or in the future, interfere in any way with the Permitted Use of the Leased Property or the Easement or the rights granted under this Lease. In furtherance of the foregoing, Landowner shall not interfere with the solar resource or otherwise construct or permit to be constructed any structure that prevents, inhibits or impairs the solar resource over the Leased Property, or engage in any activity on the Leased Property or the Fee Property that is reasonably likely to cause a decrease in the output or efficiency of the Solar Facility Equipment, including, without limitation, the construction of structures or planting of trees that would interfere with the free and unobstructed access to solar resources, as determined by Company and supported by a qualified and independent third party written assessment delivered to Landowner; provided that Company acknowledges that the effects of customary agricultural activities on the Fee Property will be deemed not to be an interference with the solar resource.

9.5. Estoppel Certificates. From time to time, within fifteen (15) days after written request from Company, Landowner shall execute and deliver an estoppel certificate certifying as to the status of this Lease and each Party’s performance hereunder.

9.6. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Company, at no out-of-pocket expense to Landowner and without incurring any liability in respect thereof, in applying for (including signing in Landowner’s name, if necessary), complying with, completing or obtaining, as applicable, any land use permits and approvals, building permits, zoning variances, subdivision requirements, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation within the Leased Property, maintenance, operation or removal of the Solar Facility Equipment. Landowner shall make available to Company at Company’s request copies of all field surveys,

environmental, geological and other site assessments, or surveys that Landowner possesses related to the Leased Property.

9.7. Zoning. Should zoning or other property-use regulations be proposed that might require property-line set-backs or other burdens more restrictive in nature than those in existence on the Effective Date, Landowner shall cooperate with Company in resisting or obtaining exemption from such regulations for the Solar Facility.

9.8. Hazardous Materials.

(a) Landowner represents to Company that, to Landowner's knowledge:

(i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Leased Property;

(ii) the Leased Property does not contain levels of petroleum or hazardous substances which require remediation under applicable environmental laws or regulations;

(iii) the Leased Property is not subject to any pending or threatened judicial or administrative action, investigation or order under any applicable environmental laws or regulations;

(iv) Landowner has not caused or contributed to a release or threatened release of hazardous substances or waste to, at, on, in or from the Leased Property, except in compliance with applicable environmental laws and regulations.

(b) Notwithstanding the foregoing and for the avoidance of doubt, Landowner shall have no liability to Company or its affiliates or contractors in connection with any hazardous substances that may be present on the Fee Property (including the Leased Property) that do not result from the acts or omissions of Landowner or its lessees, users or operators, including those under the Farm Lease and the Oil and Gas Lease and their successors and assigns, and Company acknowledges that it will obtain and rely on its own investigation of the environmental condition of the Leased Property.

9.9. Landowner's Lenders.

(a) Landowner shall promptly notify its lenders or any other party holding a mortgage, deed of trust or other security interest in the Leased Property of this Lease and Company's rights herein. Landowner shall promptly provide Company with notice of any default by Landowner received from its lenders or other party holding a mortgage, deed of trust or other security interest in the Leased Property that could result in a foreclosure on the Leased Property by any such persons.

(b) Company shall, at its own cost, procure a current abstract of title or preliminary title report for the Leased Property, showing all liens and other exceptions to title to the Leased Property and Landowner shall reasonably cooperate therewith. Upon request by Company, Landowner shall assist Company in obtaining, or allow Company to obtain a

nondisturbance and subordination agreement from each mortgagee of the Leased Property and the Easements, or any portion thereof, under which the relevant lienholders agree not to disturb Company's possession or rights under this Lease or terminate this Lease so long as Landowner is not entitled to terminate this Lease under its terms.

(c) Landowner expressly acknowledges that any contractual, statutory or common law lien rights in favor of any mortgage or deed of trust granted by Landowner subsequent to the date of this Lease are and shall be expressly made subordinate and inferior to Company's right, title and interest in this Lease, any sublease permitted hereunder or the Easements granted by this Lease and to any liens and security interests in this Lease or the Solar Facility granted by Company in favor of any Solar Facility Mortgagee (as defined below). Landowner agrees to execute or to use its commercially reasonable efforts to cause its mortgagee to execute any further documentation that may be reasonably requested by Company or a Solar Facility Mortgagee of any of the foregoing to evidence such subordination.

9.10. Quiet Enjoyment. Landowner agrees that Company shall quietly and peaceably hold, possess and enjoy the Leased Property pursuant to the terms of this Lease, and for the Term of this Lease, and any extension thereof, without any hindrance or molestation caused by Landowner or any party claiming by, through or under Landowner so long as Landowner is not entitled to terminate this Lease under its terms. Landowner shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Permitted Use, or the rights or obligations of Company hereunder, without first obtaining the prior written consent of Company.

9.11. Landowner Consent. Except as otherwise expressly provided herein, where pursuant to the terms of this Lease or in connection with the administration of this Lease, the consent or approval of Landowner will be required, requested, or appropriate, Landowner covenants and agrees that its consent or approval will not be unreasonably or unduly withheld, delayed, or conditioned, and that Company will not be charged for such consent or approval. If Landowner gives notice of its reasons for not consenting to Company's request or does not respond to such request within ten (10) days, then Landowner and Company shall promptly meet to discuss Landowner's comments and concerns, and Landowner and Company shall use their respective commercially reasonable efforts to address such comments and concerns in a reasonable manner. In the event a resolution is not reached, Company and Landowner shall be entitled to pursue all of their respective rights and remedies contained herein.

10. Solar Facility Financing.

10.1. Mortgage by Company. Company may, from time to time and at any time, without the consent of Landowner, hypothecate, mortgage, collaterally assign, pledge or alienate the Solar Facility Equipment, the Solar Facility, Company's leasehold, the Easements or the rights granted to Company under this Lease (collectively, the "**Solar Facility Estate**"). Each holder of any such instrument or lien, as to which Landowner has been notified of identity and address, is hereinafter referred to as a "**Solar Facility Mortgagee**." Nothing herein shall be deemed to permit Company to grant or allow a Solar Facility Mortgagee to encumber or to claim any rights or interest in Landowner's fee title to the Leased Property.

10.2. Rights.

(a) A Solar Facility Mortgagee (including an assignee that becomes a Solar Facility Mortgagee) may enforce its lien and acquire title to the Solar Facility Estate in any lawful way. Pending foreclosure of such lien, any Solar Facility Mortgagee may take possession of and operate the Solar Facility Estate under the terms hereof. Upon foreclosure of such lien by power of sale, judicial foreclosure or acquisition of the Solar Facility Estate by deed in lieu of foreclosure, a Solar Facility Mortgagee may, upon notice to Landowner, sell and assign the Solar Facility Estate; provided that such purchaser or assignee has or has access to the technical expertise and has the financial resources to own, operate and maintain the Solar Facility Estate in accordance with Prudent Industry Practices and to comply with and perform the obligations of Company hereunder. As long as there is a Solar Facility Mortgagee or, for so long during the sixty-six months from the date that the Solar Facility commences regular operation as there is a tax credit investor, in each case as to which Landowner has been notified of identity and address (each an “*Interested Party*”), neither the bankruptcy nor the insolvency of Company shall operate to terminate, nor permit Landowner to terminate, this Lease as long as all rent and other charges payable by Company are and continue to be paid in accordance with the terms of this Lease, and the Company (including any successor or assign thereof, the Solar Facility Mortgagee or the Interested Party) is not otherwise in breach or default hereunder beyond any applicable notice and cure periods specified herein (including any cure periods of a Solar Facility Mortgage provided in this Lease).

(b) During the period that a Solar Facility Mortgagee is in possession of the Solar Facility Estate or during the pendency of any foreclosure proceedings instituted by a Solar Facility Mortgagee, the Solar Facility Mortgagee or Interested Party shall pay or cause to be paid all rent and other charges payable by Company which have accrued and are unpaid during said period, and shall cause the Company to comply with its obligations hereunder. Following the acquisition of the Solar Facility Estate by a Solar Facility Mortgagee, or its designee as set forth in clause (a) above, the Solar Facility Mortgagee, Interested Party or designee acquiring title to the Solar Facility Estate shall (i) cure all defaults by Company as to payment of rent and pay all other amounts owing hereunder and cure all other breaches and defaults reasonably capable of being cured, and (ii) assume and commence performance of all of Company’s obligations under this Lease thereafter arising, whereon, subject to performance of the foregoing clause (i), Landowner’s right to terminate this Lease based upon Company’s default in question shall be deemed waived.

10.3. Notice. When giving notice to Company of any default by Company under this Lease, Landowner shall also serve a copy of such notice upon (a) each Solar Facility Mortgagee, and (b) each Interested Party. No such notice shall be effective against a Solar Facility Mortgagee or Interested Party unless and until served on such Solar Facility Mortgagee or Interested Party. If Company shall default in the performance of any of its other obligations under this Lease following the giving of notice of such default to Company, then Landowner shall give each Solar Facility Mortgagee and Interested Party a second written notice of such default, specifying in detail the alleged default and required remedy.

10.4. Right to Cure.

(a) Each Solar Facility Mortgagee and Interested Party shall have the right to cure any default by Company (i) within thirty (30) days after receipt of the notice referenced above, if the default is in the payment of rent or is otherwise reasonably curable within such 30-day period, or (ii) within such longer period (not to exceed 90 days in total) as may reasonably be necessary to cure such default, if such default is not reasonably curable within 30 days, provided that the cure is commenced within such 30-day period and thereafter diligently continued to completion. Landowner shall accept such cure and performance as though the same had been done or performed by Company. Any Solar Facility Mortgagee and Interested Party shall have the right to do any act or thing required to be performed by Company or any assignee under this Lease, and such act or thing performed by a Solar Facility Mortgagee or Interested Party shall be effective to prevent a default under this Lease as if done by Company or the assignee itself. No Solar Facility Mortgagee or Interested Party shall have liability for any act or omission by Company under this Lease, other than to the extent that such obligation is expressly required to be performed by such Solar Facility Mortgagee or Interested Party as provided herein.

(b) So long as the Solar Facility Mortgagee is diligently prosecuting, as applicable, the appointment of a receiver, foreclosure proceedings or a lifting of the bankruptcy stay or similar judicial restriction, and is not in possession of the Solar Facility, the time available to a Solar Facility Mortgagee or an Interested Party to cure any default by Company that reasonably cannot be cured prior to Solar Facility Mortgagee obtaining a receiver or initiating and completing foreclosure proceedings, shall be extended by (i) such number of days as may be necessary using commercially reasonable efforts for such Solar Facility Mortgagee or Interested Party to obtain a receiver, or to initiate and complete foreclosure proceedings, if possession of the Leased Property is necessary to cure such default, and (ii) without duplication, the number of days of delay occasioned by bankruptcy stay or other judicial restriction against such remedies or occasioned by other circumstances beyond such Solar Facility Mortgagee's reasonable control.

10.5. Modification of Lease. Upon the request of any Solar Facility Mortgagee, and at the expense of such Solar Facility Mortgagee, Landowner and Company shall amend this Lease to include any reasonable provision(s) requested by such Solar Facility Mortgagee to implement the protective provisions contained in this Lease for the benefit of such Solar Facility Mortgagee, or to allow such Solar Facility Mortgagee reasonable means to protect or preserve the Solar Facility Estate or the lien of its leasehold mortgage on the occurrence of a default under this Lease; *provided, however*, that Landowner shall not be required to amend this Lease in any way that would extend the Term, decrease the rent or otherwise in any material respect adversely affect any rights of Landowner.

10.6. New Lease to Solar Facility Mortgagee or Interested Party. If this Lease is terminated by Landowner on account of any default by Company or terminates for any other reason occasioned by Company prior to the originally scheduled expiration date hereof, then Landowner shall give prompt written notice thereof to each Solar Facility Mortgagee and Interested Party, but without liability of Landowner for failure to deliver such notice. Either a Solar Facility Mortgagee or an Interested Party, within sixty (60) days after either receipt of written notice from Landowner or knowledge of such termination, shall have the right to elect to enter into a new lease of the Leased Property as described below. Within thirty (30) days after receiving written request therefor from either a Solar Facility Mortgagee or an Interested Party, Landowner shall execute and deliver a new lease of the Leased Property to either such Solar Facility Mortgagee or such

Interested Party, or its nominee or transferee, as the case may be, for the remainder of the original Term of this Lease, containing the same covenants, agreements, terms, provisions and limitations as are contained in this Lease (other than those requirements which have been satisfied or fulfilled by Company prior to the termination of this Lease), provided that the relevant Solar Facility Mortgagee or Interested Party shall pay to Landowner, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease and shall have cured all other defaults of Company reasonably capable of cure.

10.7. Consent to Collateral Assignment. The Parties agree that Company may assign this Agreement, in whole or in part to a Solar Facility Mortgagee as collateral, and in connection with any such assignment, Landowner agrees to execute a consent to assignment in customary form and reasonably acceptable to the Landowner, Solar Facility Mortgagee or Interested Party.

11. Assignment and Subletting.

11.1. Internal Assignments by Company. Following not less than twenty (20) days prior written notice to Landowner specifying the scope of such assignment and identifying the assignee, Company shall have the right, at any time, to assign this Lease, without Landowner's consent, to a parent, subsidiary, or Affiliate of Company, to a company that has been merged or consolidated with Company, or to a company acquiring all or substantially all of Company's physical assets, in each such case, so long as such person has the financial strength and the relevant expertise, and is so obligated, to comply with the applicable terms and conditions of this Lease. In no event shall any assignment by Company pursuant to this section purport to exceed the Term of this Lease or waive Company's obligations to Landowner under this Lease Agreement without Landowner's written consent.

11.2. Outside Assignments by Company. Any proposed assignment of this Lease other than as provided in Section 11.1 shall require Landowner's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided however, that Landowner may withhold consent thereto if in the exercise of its reasonable judgement it determines that the financial condition or experience of the proposed assignee is insufficient to meet the obligations being undertaken by the proposed assignee.

11.3. Assignment in Writing. Any assignment of this Lease as provided in Section 11.1 or Section 11.2 shall be made in writing, a copy of which shall be delivered to Landowner. At Landowner's request the assignee or sub lessee shall enter into a written agreement with Landowner acknowledging the terms and condition hereof and its obligations hereunder.

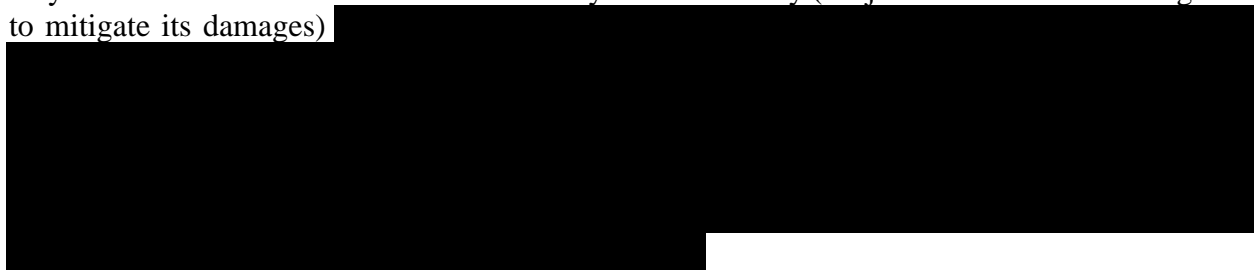
11.4. By Landowner. Landowner may assign this Lease to any party in connection with any Transfer of the Leased Property by Landowner; *provided, however*, that any such Transfer shall be subject to this Lease.

12. **Default and Remedies.**

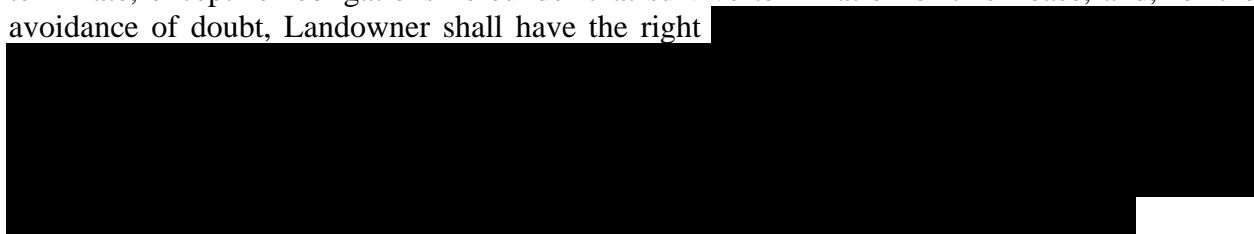
12.1. **Company's Default.**

(a) Company shall be in default under this Lease if: (i) Company fails to perform any of Company's covenants under this Lease (other than the payment of rent or other charges) and such failure shall have continued for a period of thirty (30) days after written notice from Landowner; provided that if such failure is not reasonably capable of being cured within thirty (30) days, and so long as such failure has not had and is not reasonably likely to have a material adverse effect on Landowner (including, without limitation, causing Landowner to incur any material cost or other liability) if Company shall have commenced to cure such failure within said 30-day period and for so long as Company thereafter diligently prosecutes the same) Company shall have an additional period of up to one-hundred twenty (120) days to effect such cure; provided, however, if cure requires an approval, permit or consent from a governmental authority, Company shall have up to one-hundred eight (180) days, or (ii) Company fails to pay rent or other charges herein required to be paid and such failure continues for a period of fifteen (15) business days after written notice from Landowner.

(b) If Company shall be in default after the expiration of the cure period set forth above, then Landowner shall be entitled, at its election, and without limitation of any other rights and remedies available to Landowner hereunder or at law or in equity, which Landowner may exercise in its sole discretion concurrently or successively (subject to Landowner's obligation to mitigate its damages)

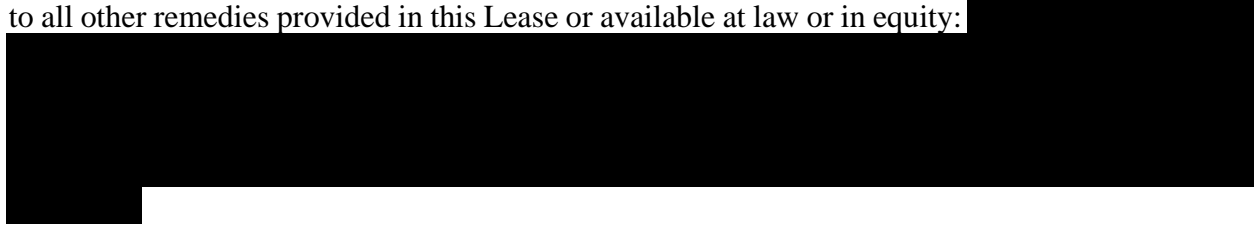


(c) If Landowner elects to terminate this Lease in respect of Company's breach beyond all applicable notice and cure periods, all rights and obligations of the parties shall terminate, except for obligations hereunder that survive termination of this Lease, and, for the avoidance of doubt, Landowner shall have the right



12.2. **Landowner's Default.** If Landowner shall at any time be in default of any of its covenants under this Lease and such default shall continue for a period of thirty (30) days after written notice to Landowner; provided that if such failure is not reasonably capable of being cured within thirty (30) days, and so long as such failure has not has and is not reasonably likely to have a material adverse effect on Company (including without limitation, causing Company to incur any material cost or other liability) if Landowner shall have commenced to cure such failure within said 30-day period and for so long as Landowner thereafter diligently prosecutes the same)

Landowner shall have an additional period of up to one-hundred twenty (120) days to effect such cure, then Company shall be entitled to exercise concurrently or successively (subject to Company's obligation to mitigate its damages) any one or more of the following rights, in addition to all other remedies provided in this Lease or available at law or in equity:



13. **Indemnity and Insurance.**

13.1. **Company Indemnity.** Company shall indemnify, defend and hold harmless Landowner, its affiliates, beneficiaries, agents, representatives, and employees (the "***Landowner Indemnitees***") of and from any claim, demand, lawsuit, or action of any kind by a third party (including, without limitation, any governmental authority) for injury to or death of persons, including, but not limited to, employees of Company or Landowner, and damage or destruction of property, including, but not limited to, property of Company or Landowner, arising out of (a) the acts or omissions or willful misconduct of Company, its agents, officers, directors, employees or contractors; (b) the breach by Company of any of its obligations under this Lease, (c) any release or presence of hazardous substances, waste or materials to, at, on, in or from the Fee Property, the Leased Property or the Easements to the extent arising out of or in connection with Company's use and occupancy thereof; (d) any occurrence on the Fee Property, the Leased Fee Property arising out of or in connection with Company's use and occupancy thereof; or (e) the breach of any representation or warranty made by the Company on or after the Effective Date under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Landowner and any Landowner Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Notwithstanding the foregoing, Company's obligations pursuant to this Section 13.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Landowner, Landowner Indemnitees, or their respective contractors, successors or assigns or to the acts of third parties (excepting those that arise out of Company's use and occupancy of the Leased Property or the Easements), nor any manner of claim arising from or related to disqualification from or ineligibility for any governmental farm or conservation program.

13.2. **Landowner Indemnity.** Landowner shall indemnify, defend and hold harmless Company, its officers, agents and employees (the "***Company Indemnitees***") of and from any claim, demand, lawsuit, or action of any kind by a third party (including without limitation any governmental authority), for injury to or death of persons, including, but not limited to, employees of Company or Landowner, and damage or destruction of property, or other loss or damage incurred by Company, arising out of (a) negligent acts or omissions or willful misconduct of Landowner, its agents, officers, directors, employees or contractors; (b) the breach by Landowner of any of its obligations under this Lease; (c) any release or presence of hazardous substances, to the extent resulting from the acts or omissions of Landowner or its lessees, users or operators, including those under the Farm Lease and the Oil and Gas Lease; (d) any occurrence on the Leased Property arising out of Landowner's use and occupancy thereof; or (e) the breach of any

representation or warranty made by the Landowner on or after the Effective Date under this Lease. The obligation to indemnify shall extend to and encompass all reasonable costs incurred by Company and any Company Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Landowner's obligations pursuant to this Section 13.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Company, Company Indemnitees, or their respective contractors, successors or assigns.

13.3. Company Insurance. At all times during the Term, the Company will maintain or cause to be maintained at all times, with financially responsible insurers approved to do business in the state in which the Leased Property is located (i) commercial general liability insurance (which includes contractual liability coverage for written contracts) insuring against loss or liability caused by Company's occupation and use of the Leased Property under this Lease, in an amount not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate, with a commercially reasonable deductible; (ii) automobile liability insurance insuring against loss or liability arising from the Company's use of all owned (if any), non-owned and hired automobiles that are used on the Leased Property, in an amount not less than \$1,000,000.00 combined single limit per occurrence, with a commercially reasonable deductible; (iii) if Company has any employees, then Company shall maintain worker's compensation insurance in an amount not less than the statutory limits; and (iv) if Company has any employees, employer's liability insurance as required by any applicable laws or regulations and in any case, in an amount not less than \$1,000,000.00 with a commercially reasonable deductible; and (v) an Umbrella liability coverage at least as broad as and in excess of the underlying coverages required in items (i), (ii) and (iv) of this Section 13.3 and in an amount of not less than \$10,000,000.00 each occurrence and in the aggregate. Company shall cause Landowner to be named as an additional insured in such policies (but excluding the worker's compensation / employer's liability policy). Company's insurance shall be primary to and will not seek contribution from any other insurance available to Landowner as an additional insured under Company's insurance policies. All such policies shall expressly waive any right of subrogation on the part of the insurer against Landowner. Any insurance required under this Section 13.3 may be subject to reasonable deductibles as are usually carried by companies of similar financial condition operating similar properties. Company's commercial property insurance may be included under a blanket policy or policies covering the Solar Facility and other property and assets not located on the Leased Property. Company shall provide not less than ten (10) days' written notice to Landowner prior to cancellation, termination, or change in coverage, scope or amount of any such policy. Prior to commencement of the term thereof and annually thereafter on the date that Rent is due and payable, Company shall provide Landowner with a true and correct copy of all such policies or a certificate of insurance reflecting the coverage required hereby, together with satisfactory evidence showing that all premiums have been paid.

14. Tax Credits and Environmental Attributes.

14.1. Tax Benefits. Company and its assigns shall be entitled to all depreciation, tax credits and other tax benefits arising out of the construction, ownership and operation of the Solar Facility and the production of solar energy therefrom. If under applicable law the holder of a lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure or production established by any local, state or federal government, then, at Company's option and

expense, Landowner and Company shall amend this Lease or replace it with a different instrument so as to convert (to the extent practicable) Company's interest in the Leased Property to a substantially similar interest that makes Company eligible for such tax credit, benefit or incentive; *provided, however*, that Landowner shall not be required to amend this Lease or replace it with a different instrument in any way that would extend the Term, decrease the rent or otherwise in any material respect adversely affect any rights of Landowner.

14.2. **Environmental Benefits.** Landowner acknowledges that Company or its assignee is the exclusive owner of electricity (kWh) generated by the Solar Facility and owner of all renewable energy credits and other Environmental Attributes and Environmental Incentives of the Solar Facility. "***Environmental Attributes***" means all environmental and other attributes that differentiate the Solar Facility or the energy output from the Solar Facility from energy generated by certain other generation units, fuels or resources, including those attributable to the avoidance of environmental impacts on air, soil or water, such as the emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Solar Facility or the compliance of the Solar Facility or the energy output of the Solar Facility with the law, rules and standards of any governmental authority, the United Nations Framework Convention on Climate Change (the "***UNFCCC***") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of environmental attributes or the right of Company to report to any federal, state, or local agency, authority or other party that Company owns the environmental attributes associated with the energy output from the Solar Facility. "***Environmental Incentives***" include, but are not limited to, all credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled, resulting from the Environmental Attributes. Landowner shall not make or publish any public statement or notice regarding any Environmental Incentive, any Environmental Attribute, the energy output or the Gross Revenues from the Solar Facility.

15. **Condemnation.** As used herein, the term "Taking" means the taking or damaging of the Fee Property, the Leased Property, the Solar Facility Equipment, the rights granted to Company pursuant to this Lease, the Easements or any part thereof (including severance damage) by eminent domain, condemnation or for any public or quasi-public use. A Party who receives any notice of a Taking shall promptly give the other Party a copy of the notice, and each Party shall provide to the other Party copies of all subsequent notices or information received with respect to such Taking. If a Taking occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed to Company and Landowner based on the values attributed by the applicable condemning authority of their respective interests and rights, if and as applicable, the Fee Property, this Lease, the Leased Property and the uses thereof as follows:

(a) to Landowner, the value attributed to (i) the Taking of its right, title and interest in the Fee Property, including the Leased Property, or portion thereof, (ii) any cost or loss that Landowner may sustain in the removal of Landowner's chattels and fixtures from the Fee Property or Leased Property, and (iii) Landowner's anticipated or lost rent under this Lease, and

(b) to Company, the value attributed to (i) injury to the rights granted to Company pursuant to this Lease, (ii) any cost or loss that Company may sustain in the removal or relocation of the Solar Facility Equipment, or Company's chattels and fixtures, and (iii) Company's anticipated or lost profits, damages because of deterrent to Company's business and any special damages of Company.

16. **Dispute Resolution.**

16.1. **Dispute Resolution.**

(a) The Parties agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, such dispute shall be resolved by binding arbitration before a single arbitrator in Louisville, Kentucky under the rules and auspices of the American Arbitration Association. The cure periods for any alleged default(s) under this Lease disputed in good faith shall be tolled until arbitration of the dispute is completed.

(b) Any award made by the arbitrator shall be a reasoned award made in writing.

(c) Any arbitration hereunder shall be held in confidence, and the arbitrator shall agree to maintain the confidentiality of all information submitted in the arbitration, to the extent that such information is not within the public domain.

(d) The arbitrators shall have the authority only to interpret and apply the express terms and conditions of this Agreement and shall have no power to modify or change any such terms or conditions or to add any additional terms by implication or otherwise. The arbitrators shall be required to follow and apply any and all applicable substantive laws with respect to the construction and application of this Agreement consistent with Section 12.4.

(e) Except as permitted by applicable law, any decision or award of the arbitrators, shall be final, non-appealable, binding, and conclusive on the Parties and may be confirmed or embodied in any order or judgment of any court of competent jurisdiction.

(f) The arbitrator shall apply the Federal Rules of Civil Procedure with respect to all matters concerning discovery and admissibility of evidence.

16.2. **Governing Law.** This Lease and all matters arising under or in connection herewith shall be governed by and interpreted in accordance with the laws of the state in which the Leased Property is located.

16.3. **Specific Performance.** The Parties recognizes that monetary damages for any breach of this Lease may not be sufficient to compensate the other Party fully for such breach. Accordingly, without derogation of Company's other rights under this Lease, in the event of any default by of a Party hereunder, the other Party shall be entitled to seek specific performance hereof from any court of competent jurisdiction.

16.4. **LIMITATION ON LIABILITY/WAIVER OF JURY TRIAL.** IN NO EVENT,

SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS LEASE. FOR THE AVOIDANCE OF DOUBT, ACTUAL DAMAGES OR DIRECT DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES HEREUNDER. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COMPANY TO ENTER INTO THIS LEASE.

16.5. Expenses. The Parties may petition the arbitrator for recovery from the other Party of its costs of any arbitration or other legal proceedings related to this Lease, including the fees and costs of the arbitrator and the legal fees and other out-of-pocket costs of such Party.

17. Miscellaneous.

17.1. Confidentiality. Without limitation of Section 5.4, the Parties shall maintain in the strictest confidence, for the sole benefit of the other Party, the terms and conditions of this Lease, all information disclosed to it by the other Party pertaining to the Fee Property, the Leased Property or the Solar Facility, including Company's site design and product design, methods of operation, methods of construction, power production or availability of the Solar Facility Equipment, and the like, whether disclosed by the applicable Party or otherwise discovered by other Party, unless such information is in the public domain by reason of prior publication. Neither Party shall use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. Notwithstanding the foregoing, each Party may disclose such information to its attorneys, accountants and other personal financial advisors solely for use in connection with their representation of such Party; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided that the Party making such disclosure advises the Person receiving the information of the confidentiality of the information. Company may disclose such information as is reasonably necessary or appropriate to any prospective purchaser, investor, lender, financing party, contractors, subcontractors, representatives and agents in connection with the development and/or sale of the project and Landowner may disclose such information to any prospective purchaser of the Fee Property or Leased Property, as applicable, who is engaged in a discussion with Landowner in connection with an offer to purchase or otherwise acquire or, to the extent reasonable necessary or appropriate, the Fee Property or the Leased Property; provided that in any such case, the Party making such disclosure advises the Person receiving the information of the confidentiality of the information. This section shall survive the termination or expiration of this Lease.

17.2. Brokerage Commissions. Each of Landowner and Company warrants and represents to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them. Each Party shall indemnify, defend, protect and hold the other Party harmless from and against all damages, losses, costs, expenses (including reasonable

attorneys' fees), liabilities and claims with respect to any claims made by any broker or finder based upon such broker's or finder's representation or alleged representation of such indemnifying Party.

17.3. Waiver of Nuisance. Landowner has been informed by Company and understands that the presence and operations of the improvements on the Leased Property and the Fee Property will potentially result in some nuisance to Landowner, such as higher noise levels than currently occur at the Fee Property and the surrounding area and visual impact consistent with the plans and designs delivered to Landowner hereunder. Landowner hereby accepts such nuisance and waives any right that Landowner may have to object to such nuisance (and Landowner releases Company from any claims Landowner may have with respect to any such nuisance).

17.4. Successors and Assigns. This Lease shall burden the Leased Property and shall run with the land. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, permitted subtenants, and permitted licensees. Unless expressly provided herein, no third party will be entitled to enforce any or all of the provisions of this Lease or will have any rights hereunder whatsoever.

17.5. Memorandum of Lease. Landowner agrees to cooperate with Company to execute and record a memorandum of this Lease in form and substance satisfactory to Company and Landowner, or an amendment to any such memorandum of this Lease. In the event of any inconsistency between the terms and provisions of this Lease and those contained in such Memorandum of Lease, the terms and provisions of this Lease shall control. Landowner further consents to the recordation of the interest of any Solar Facility Mortgagee or permitted assignee of Company's interest in this Lease.

17.6. Notices. All notices pursuant to this Lease shall be in writing and shall be sent only by the following methods: (i) personal delivery, (ii) mail (first-class, certified, return-receipt requested, postage prepaid), or (iii) delivery by an overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express and United Parcel Service). For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

To Landowner:

Hidden Spring Farm LLC
Attn: David Hamilton
4316 Big Spring Rd.
Vine Grove, KY 40175

To Company:

Meade County Solar LLC
Attn: Manager
Three Radnor Corporate Center, Suite 300
100 Matsonford Rd.
Radnor, PA 19087

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail or overnight courier, on the delivery date or attempted delivery date shown on the return-receipt.

17.7. Entire Agreement/Amendments. This Lease and the attached Exhibits constitute the entire agreement between Landowner and Company regarding its subject matter, and replace and supersede any prior agreements and understandings between the Parties relating thereto whether written, verbal or otherwise. This Lease shall not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.

17.8. Interpretation.

(a) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease.

(b) all references to “Articles” and “Sections” are to Articles and Sections of this Lease;

(c) all references to “Exhibits” and “Schedules” are to Exhibits and Schedules attached to this Lease, each of which is an integral part of this Lease and made a part of this Agreement for all purposes;

(d) terms defined in the singular will have the corresponding meaning when used in the plural and vice versa;

(e) all uses of “include” or “including” mean “including, without limitation” whether or not so stated;

(f) references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, or supplemented, if applicable, from time to time and includes (in the case of agreements or documents) references to all attachments thereto and instruments incorporated therein;

(g) the word “or” has the inclusive meaning represented by the phrase “or”;

(h) the words “this Lease,” “hereof,” “hereunder,” “herein,” “hereby” or words of similar import refer to this Lease as a whole and not to a particular Article, Section, subsection, clause, or other subdivision of this Lease;

(i) any definition in one part of speech of a word, such as definition of the noun form of that word, will have a comparable meaning when used in a different part of speech, such as the verb form of that word;

(j) the headings of particular provisions of this Lease are inserted for convenience only and will not be construed as a part of this Lease or serve as a limitation or expansion on the scope of any term or provision of this Lease.

17.9. Partial Invalidity. Should any provision of this Lease be held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease, in no event shall the Term be for longer periods than permitted by applicable law.

17.10. Time of Essence. Time is of the essence with regard to the terms and conditions of this Lease.

17.11. Waiver. No provision of the Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver will be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

17.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

17.13. Counterparts. This Lease may be executed in counterparts, which may be delivered by electronic means and all of which taken together shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

* * * * *

EXHIBIT B

DESCRIPTION OF FEE PROPERTY

Landowner owns the real property located at 4316 Big Spring Rd., Vine Grove, KY 40175, in Meade County, more specifically described by Meade County as Parcel ID 131-00-00-001, comprising approximately 601.62 acres and outlined in white below (“*Fee Property*”).



EXHIBIT B (continued)

DEPICTION OF LEASED PROPERTY

Landowner desires to lease to Company a portion of the Fee Property, comprising approximately 200 acres and outlined in yellow below (the "*Leased Property*").

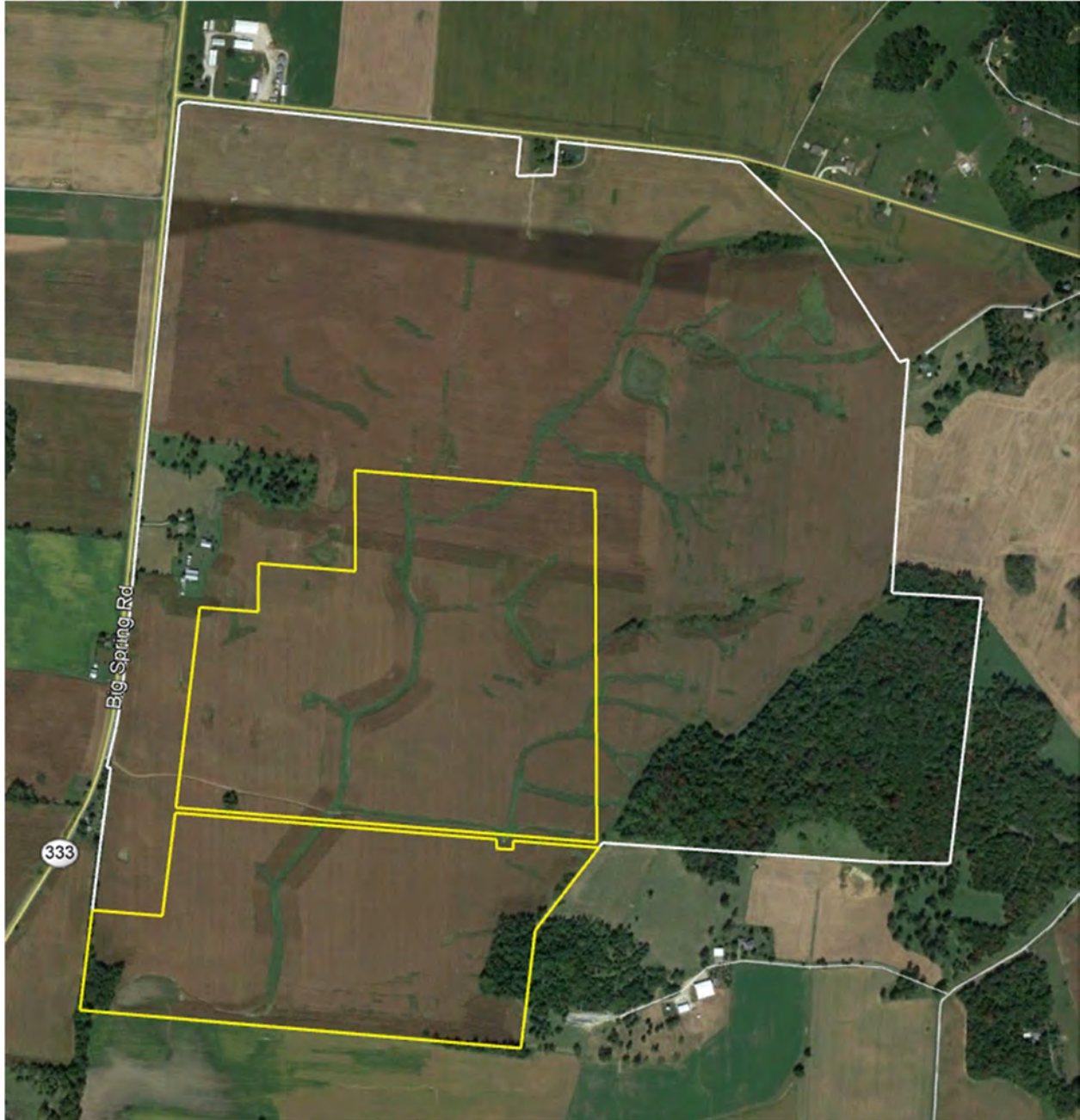


EXHIBIT C

DEPICTION OF UTILITY EASEMENT

The Utility Easement shall have a width of 25 feet and a linear length of approximately 3200 feet and shall be generally located as outlined in blue below.



EXHIBIT D

FARM LEASE

As of the Effective Date, here exists no oral or written Farm Lease Agreement.

EXHIBIT E

OIL AND GAS LEASE

There exists an Oil and Gas Lease in favor of Four Sevens Oil Co., LTD., dated September 26, 1995, recorded April 15, 1996 in Deed Book 384, Page 344 of the Meade County, Kentucky Clerk's Office, and amended by that Amendment to Oil and Gas Lease dated August 24, 1998, recorded September 21, 1998 in Deed Book 411, Page 292 of the Meade County, Kentucky Clerk's Office (the "*Oil and Gas Lease*"). An Assignment of Royalty Rights Due Under Oil and Gas Lease dated July 24, 2010, was recorded August 11, 2010 in Deed Book 566, Page 306 of the Meade County, Kentucky Clerk's Office.

EXHIBIT F

FORM W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
<input type="checkbox"/> Other (see instructions) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
<small>(Apply to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	
[] [] [] - [] [] - [] [] [] [] [] []	
OR	
Employer identification number	
[] [] [] [] - [] [] [] [] [] [] [] []	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.