

**RENEWABLE ENERGY AGREEMENT
BETWEEN
KENTUCKY UTILITIES COMPANY
AND
MAKER'S MARK DISTILLERY, INC.**

~~June~~, 2019
July 15

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



EFFECTIVE

8/16/2019

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RENEWABLE ENERGY AGREEMENT

This **RENEWABLE ENERGY AGREEMENT** (“**Agreement**”) is entered into as of July 15, 2019, by and between **Kentucky Utilities Company** (“**KU**”), a corporation organized and existing under the laws of the Commonwealth of Kentucky, (the “**Provider**”), and **Maker’s Mark Distillery, Inc.**, a corporation organized and existing pursuant to the laws of the Commonwealth of Kentucky (the “**Host**”).

WITNESSETH:

WHEREAS, Host is the lessee or owner of the property located at 6578 KY-52, Loretto, KY 40037 (the “**Premises**”), as defined in more detail in Appendix A, and desires to make a portion of such property (“**the Site**”), as defined in more detail in Appendix A, available to Provider for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy requirements of Host. Provider desires to develop, design, construct, own, and operate the Project, as defined in detail in Appendix A, located on the Premises, and to sell to Host its electric energy requirements.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows.

1.1. Initial and Renewal Terms (collectively “Term”). This Agreement shall consist of an Initial Term of 25 years. This Agreement shall be renewed automatically after the end of the Initial Term for succeeding Renewal Terms of five years each until either party sends written notice of termination to the other at least 180 days prior to the end of the Initial or any Renewal Term. Following the twentieth year of the Initial Term, the parties shall meet to discuss extension or renewal of this Agreement at the end of the Initial Term. This Agreement will become effective upon execution. This Agreement is subject to the further approval of the Kentucky Public Service Commission (“**Commission**”) as set forth herein.

1.2. Access Specifications. Host hereby grants Provider and its designee (including Installer) unrestricted and irrevocable access rights and easement to, and unrestricted and irrevocable access rights and easement for the Term, solely to the portion of the Premises necessary to complete the Project activities, including designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement (“**Access Rights**”). Provider and Host shall work together in good faith to identify and locate all required access locations, and such access locations shall be mutually agreed. Access Rights with respect to the Site include, without limitation, vehicular and pedestrian access, the right to locate transmission and distribution lines, transformers and related equipment, communication cables, adequate storage space for materials and tools for construction, installation, operations, and repair, and all utilities for water, drainage, sewerage, electrical, natural gas or other fuel. Provider’s Access Rights shall continue throughout the Term, and such Access Rights shall not be terminated by Host’s default results in termination of this Agreement, or in the event Host otherwise conveys the Site or use thereof to another person, and shall remain in effect as long as the Site is used by Provider for the generation of electricity, whichever is longer. In the event the

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Agreement is terminated due to an event or cause other than an material breach by Host, the Parties agree to discuss potential removal of the Project from the Site using this Agreement's Informal Dispute Resolution Procedure as set forth in Section 5.13 hereof. If no agreement is reached using this procedure regarding such removal, Host, at its sole expense, may require Provider to remove the Project from the Site and to transport the Project equipment to a location designated by Provider. Provider shall be responsible for any damage or injury to persons or property on the Premises caused by Provider or its agents.

1.3. Easement Rights. The Parties shall execute and Provider shall record at its sole cost with the appropriate land registry easements and other instruments documenting the Access Rights granted by Host (and other parties having an interest in the Site through Host) to Provider in this Agreement, and which shall be in form and substance provided by Provider. Host shall obtain any required consents and subordinations from each person or entity having any interest in the Site or Premises.

1.4. Remote Monitoring. Provider may send and receive data and other communications to facilitate Project operations and remote monitoring. Provider will be responsible for connecting communications and monitoring equipment for the Project for remote monitoring by Provider, including connection to the internet.

1.5. Site Assessment And Planning. During the Initial Term, Provider shall have the right to assess the suitability of the Premises for the Project. The assessment shall include the right to inspect and test the physical condition of any structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to make any applications to the Commission or other government offices or agencies; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; to obtain all easements, right-of-way agreements, or other rights of access to and use of the Site and Premises; to perform all needed environmental site assessments and pre-construction engineering including equipment and vendor selection; to perform any necessary transmission studies for the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. Host will facilitate such assessment and planning by providing access and all relevant information to Provider about the structures, Site, and Premises.

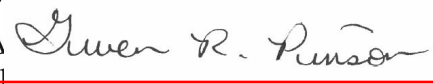
1.6. Termination of Development Activities. At any time during construction of the Project, Provider shall have the right to cease development of the Project on the Premises, for any reason, in its sole discretion, and to terminate this Agreement. Should Provider exercise its rights to cease development of the Project, Provider should return the portion of the Premises containing the Project to its original condition, included but not limited to removal of all equipment.

CONSTRUCTION AND OPERATION

2.1 Commencement of Construction, Modification of Design. from the receipt of all required approvals, upon at least ten (10) days' have the right to commence installing the Project on the Premises. A anticipates that the Project shall consist of the components and shall Exhibit A attached hereto. Provider shall have the right to modify the design of the Project, including the selection of the components in the Project, in Provider's reasonable discretion,

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provided, however, that such changes shall not result in the Project exceeding the footprint, location and height set forth in Appendix A, without Host's approval.

2.2 Contractors. Provider shall use licensed contractors ("Installer") to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors or its own personnel for all or a portion of such work.

2.3 Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with generally accepted practices of the electric industry.

2.4 Hazardous Materials. Provider and Installer are not responsible for any hazardous materials encountered at the Site except to the extent introduced by Provider. Upon encountering any hazardous materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by applicable law, any governmental authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected hazardous materials at the Site, Host shall take all measures required by applicable law to address the hazardous materials discovered at the Site.

2.5 Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Site. Host will advise Provider immediately upon observing any damage to the Project. Host will not be required to perform any maintenance on the Project. Host shall consult with Provider with respect to security matters and shall reasonably accommodate Provider's requests for security procedures. In its sole discretion and expense, and with the consent of Host, which shall not unreasonably be withheld, conditioned, or denied, Provider may provide additional security measures for the Project.

2.6 System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs or required maintenance to the Project, or due to *Force Majeure* Events. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown. Provider will act to make required emergency repairs and required maintenance without delay and as soon as reasonably practicable.

2.7 Project Design and Equipment. Provider does not warrant the Project design or equipment beyond any warranties received in writing from vendors, suppliers, and Installer which can by their own terms be passed through to Host. Provider will pass through to Host any performance warranties or guarantees for the Project that Provider obtains from vendors, suppliers, and Installer. **HOST ACKNOWLEDGES THAT NO WARRANTY EXISTS WITH RESPECT TO THE EFFICACY, EFFICIENCY, OR LIFE EXPECTANCY OF THE PROJECT EQUIPMENT AND PROVIDER HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. HOST ACKNOWLEDGES THAT TECHNOLOGICAL ADVANCES, CHANGING MARKET CONDITIONS, AND ACTIONS OF GOVERNMENTAL AUTHORITY MAY AFFECT THE ECONOMIC OR OPERATING PERFORMANCE OF WHICH THE PROJECT'S ECONOMICS ARE BASED. PROVIDER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROJECT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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SALE OF POWER, RATES, BILLING, PAYMENT

3.1 Sale of Electricity. Subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy required by Host. Provider shall sell such electric energy to Host in accordance with this Article and otherwise in compliance with all requirements of Provider. The electric energy shall be provided from Provider’s electric system to Host at the location of Provider’s meters on the Site.

3.2 Measurement of Project Output. The electric energy produced from the Project shall be measured at the project meter point prior to entry into Provider’s electric system.

3.3 Limits of Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the Project for any hourly, daily, monthly, annual or other period or any cumulative amount. **HOST ACKNOWLEDGES THAT THE SOLAR ELECTRIC SYSTEM IS DEPENDENT UPON THE AVAILABILITY OF SUFFICIENT SUNLIGHT TO PRODUCE ELECTRIC ENERGY, AND THAT NO OR LIMITED AMOUNTS OF ELECTRIC ENERGY WILL BE PRODUCED BY THE PROJECT EQUIPMENT WHEN SUFFICIENT SUNLIGHT IS UNAVAILABLE.**

3.4 Meter Testing. Provider shall install one or more meter(s) at the project meter point, as Provider deems appropriate, to measure the output of the Project. Provider shall install an interval data recorder (IDR) with industry standard telemetry at the Project. Provider shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, and in accordance with applicable law, including the regulations of the Commission.

3.5 Regulatory Approval. This Agreement is subject to the jurisdiction and approval of the Commission. Provider shall make application at Provider’s cost for all necessary regulatory approvals within sixty (60) days of the execution of this agreement by Provider and Host. Should the Commission decline or fail to approve this Agreement in full either Party may terminate this Agreement within sixty (60) days of such event. Should the Commission approve this Agreement with conditions, either Party may terminate this Agreement within sixty (60) days of such event, without further obligations.

3.6 Renewable Energy Certificates. Provider will register the Project’s generating unit facility, deposit and retire when appropriate all Renewable Energy Certificates (“RECs”) attributable to the Project, with registration with the Generation Attribute Tracking System (“GATS”) administered by PJM Environmental Information Services (“PJM EIS”) or another registration and tracking system selected by Provider and be responsible for all costs and fees associated therewith. Host and Provider shall cooperate to obtain at Provider’s cost any and all required approvals and consents that may be required to effectuate registrations concerning the Project’s generating unit facility and the RECs under the PJM EIS GATS Operating Rules. Provider shall own and hold title to all RECs hereunder both during and following the term of this Agreement. Provider shall retain title to all RECs upon termination of this Agreement.

3.7 Provider’s Terms and Conditions. This Agreement shall be governed by the terms and conditions contained in Provider’s tariff on file with the Commission. In the terms of such Terms and Conditions and this Agreement, the terms of this Agreement shall prevail.

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3.8 Rates. Host shall pay Provider for its services during the Term pursuant to this Agreement at the rates set forth in this Article.

(a) Rates shall comprise:

i) Initial, non-refundable deposit of \$ 0 (the “Initial Deposit).

ii) Fixed monthly charge of \$3196.26 (the “Fixed Monthly Charge”.) The Fixed Monthly Charge and associated monthly credits may be apportioned across multiple contract accounts. The portions need not be equal between accounts. Upon the commencement of the commercial operation of the Project, Host shall pay the Fixed Monthly Charges, and the summation of apportioned monthly charges shall equal 100% of the Fixed Monthly Charge.

iii) Standard Rate Components. Subject to the provisions of Section 3.8(b), rates shall include standard rate components, e.g., basic service charges and cost-recovery mechanisms as though Host purchased all of its energy and demand under its applicable standard tariff rate schedule(s). Such standard rate components may change from time-to-time as required or approved by the Commission.

(b) During the Term and when not in default of this Agreement, Host shall receive monthly a credit based on the kWh of electric energy produced by the Project. Provider will compare Host’s *pro rata* AC energy produced by the Project to Host’s energy consumption (in kWh) every 15 minutes. If consumption exceeded production, Provider will bill Host for the net energy consumed in accordance with Host’s standard tariff rates. If production equaled or exceeded consumption in any relevant period, Provider will bill Host for zero energy consumption for that period and provide a bill credit for each kWh of net production, if any, at the then-applicable non-time-differentiated rate for Provider’s Standard Rate Rider SQF, filed with the Commission, as such tariff shall be amended and approved by the Commission from time-to-time. Should the rate schedule of most predominant application to Host change during the Term, the Solar Energy Credit applicable to the succeeding rate schedule of most predominant application to Host shall be used for calculating such credits.

3.9 Billing. Host shall pay the Initial Deposit upon execution of this Agreement. Host shall pay the charges (other than the Initial Deposit) based on the rates set forth herein on a monthly basis in Host’s regular cycle billing period. Provider shall provide Host each month with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable Solar Energy Credit for such, and the total amount due. Upon Host’s request, which may not be more frequent than once per year, Provider shall provide Host with information sufficient for Host to verify for the most recent twelve (12) month period, the generation produced by the Project, the energy credit earned by Host, and the amount of the monthly billing.

3.10 Payment. Subject to any applicable requirements of the Commission, Host shall pay each invoice within the time specified on the invoice according to Provider’s standard billing practices. Payments shall be made by electronic funds transfer to Provider in the invoice or in a written notice delivered to Host. Any amount due, including any amounts properly disputed and later determined to be owed, shall be paid by Host within the time specified in the invoice, including any late fees as set forth in Provider’s standard Terms and Conditions. Further, Provider shall have the option at

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any time recoup or offset amounts owed by Provider to Host or its affiliates against any amounts owed by Host to Provider.

3.11 Full-Requirements Purchase. Throughout the Term, Host shall receive from Provider, and pay to Provider for all its electric energy requirements pursuant to Provider's applicable tariff. Provider shall be required to provide, without regard to the operation of or output of the Project, Host's full electric energy requirements. In the event Host expands operation of its rackhouses, Host and Provider shall meet to discuss any required expansion of the Project, if feasible and practicable, and the applicable increase in monthly payments by Host and any amendments necessary to accommodate the expansion, in order for Host's full electric energy requirements to be met.

3.12 Ownership of Tax Attributes. Provider shall be the owner of any tax credits or similar tax incentives ("Tax Attributes") that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person.

3.13 No Transfer. This Agreement shall not be resold, assigned or otherwise transferred by Host without the prior written consent of Provider, which prior written consent shall not be unreasonably withheld.

PERMITS, OWNERSHIP OF PROJECT, LIENS AND MORTGAGES

4.1 Permits and Regulatory Approvals. Provider shall pay for and obtain all approvals from Governmental Authorities necessary for the construction and operation of the Project, including, without limitation, easements, right-of-way agreements, land use permits, building permits, demolition and waste disposal permits, and any approval required by the Commission. In the event necessary approvals cannot reasonably be obtained by Provider, Provider may elect in its sole discretion to terminate this Agreement.

4.2 System Ownership. Provider shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property owned by Provider. At Provider's request, Host shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry. Host acknowledges that the Project shall be subject to the lien of Provider's Indenture to Bank of New York Mellon, Trustee, dated October 1, 2010, as supplemented from time to time.

4.3 Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, or other lien of any nature, including claims by governmental authorities for taxes (collected or assessed), and each, individually, a "Lien") on or with respect to the interests or use of the Site, the Premises, and the Project, and in the Access Rights granted hereunder.

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4.4 Disclaimers and Non-Disturbance Agreements. Host shall pay for and obtain all consents required for it to perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site, the Project, or Premises which could reasonably be construed by Provider as attaching to the Project at any time, or any ownership interest of anyone other than Host in the Premises or Site, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder or other interest owner, in form and substance reasonably acceptable to Provider, stating that the ownership of the Project remains in Provider, that Host has no ownership interest in the Project, that no portion of the Project is a fixture, that it has no lien or other interest in the Project, and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement.

4.5 Decommissioning. Provider shall promptly decommission and remove the project following the expiration of the Term. Provider shall not be obligated, however, to remove any below grade structures, including foundations and conduits, pipelines, or roads. Host grants Provider and its representatives reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the project.

4.6 Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance, Provider may shut down the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, may interfere with the safe operation of the Project. Provider and Host shall work together to resolve, if possible, any such issues.

4.7 Sale of Site. If Host transfers (by sale, lease, or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer, unless released by Provider in its sole discretion.

4.8 Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider, as owner of the project, shall be entitled to all tax attributes with respect to the Project.

4.9 Sales Taxes. Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host.

4.10 Property Taxes. Host shall be responsible for all *ad valorem* personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Provider shall be responsible for *ad valorem* personal property or real property taxes levied against the Project.

MISCELLANEOUS

5.1 Insurance Coverage. Host shall maintain, at its own coverage required by Provider in full force and effect throughout Provider current certificates indicating that the required insurance is being maintained. Provider shall maintain, at its own expense, insurance coverage conforming to the structure of its general system insurance. Provider shall furnish Host current certificates indicating that the required

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insurance is being maintained or that self-insurance consistent with the structure of its general system insurance is in effect.

5.2 Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

5.3 Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site, or otherwise take or permit any action which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

5.4 Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, and invitees (collectively "Host's Indemnified Parties"), harmless from and against all losses incurred by the Host Indemnified Parties to the extent arising in connection with the Project and caused by: (i) any claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's Indemnified Parties negligence or willful misconduct; or (ii) Provider's violation of applicable law. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

5.5 Host Indemnification. Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, (collectively "Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising in connection with the Project, the Premises, or the Site, and from or out of (i) any claim for or injury to or death of any Person or loss or damage to property caused by the negligence or willful misconduct of any of Host's Indemnified Parties; or (ii) any Host's Indemnified Party's violation of applicable law. Host shall not be obligated to indemnify Provider or any Provider Indemnified Parties for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Parties.

5.6 Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as reasonably practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim")).

5.7 Survival of Indemnification. The obligations of indemnification shall survive termination of this Agreement.

5.8 Excuse of Force Majeure Event. Neither Party shall be considered in breach of

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this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a *Force Majeure* Event; provided that the Party claiming relief as a result of the *Force Majeure* Event shall promptly (i) notify the other Party in writing of the existence and details of the *Force Majeure* Event; (ii) exercise all reasonable efforts to minimize delay caused by such *Force Majeure* Event; (iii) notify the other Party in writing of the cessation of such *Force Majeure* Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. For purposes of this Agreement, ***Force Majeure Event*** means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party. Subject to the foregoing, *Force Majeure* Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of Governmental Authority, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) equipment failure or unavailability or delay in receiving equipment, parts, or supplies, and (v) strikes or labor disputes. Changes in prices for electricity or inability to pay amounts required under this Agreement shall not constitute *Force Majeure* Events.

5.9 Change in Law. In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate, maintain, repair, or remove the Project, Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future rates such that the new rates compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider.

5.10 LIMITATION ON DAMAGES. EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

5.11 Dispute Resolution. Exclusive Procedure. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, interpretation, performance, or validity of this Agreement (each, a "Dispute") shall be resolved pursuant to the procedures of this Agreement.

5.12 Dispute Notice. If a Dispute arises between Provider and Disputing Party, Dispute (each, a "Disputing Party") may provide written notice thereof to the other Disputing Party, including a detailed description of the subject matter of the Dispute (the "Dispute Notice"). Any

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Disputing Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Disputing Parties nonetheless will continue to pursue resolution of the Dispute pursuant to this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall any Party be entitled to bring a Dispute arising under this Agreement more than two (2) years after such Party knew or reasonably should have known of the facts or circumstances giving rise to the Dispute or, in the case of a Dispute with respect to any invoice, more than one (1) year after the date of the invoice.

5.13 Informal Dispute Resolution. To the extent consistent with KRS Chapter 278, the Disputing Parties shall make a good faith effort to resolve the Dispute by prompt negotiations between or among each Disputing Party's representative so designated in writing to the other Disputing Party or Disputing Parties (each, a "Manager") who shall have authority to settle the Dispute. If the Managers are not able to resolve the Dispute within sixty (60) days after the date of the Dispute Notice, then the Parties will be permitted to seek their rights and remedies permitted in law and equity. These provisions shall survive any termination of this Agreement.

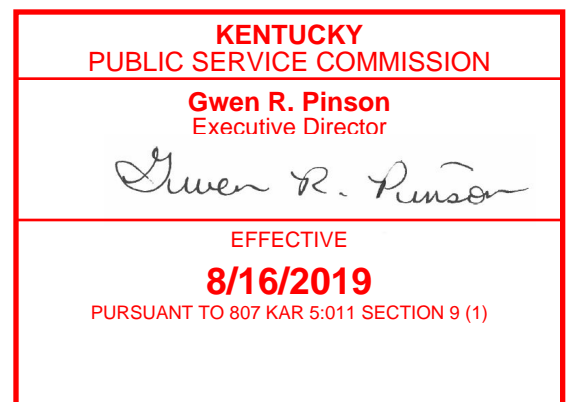
5.14 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, including principles of good faith and fair dealing that will apply to all dealings under this Agreement without regard to the conflicts of laws principles of such state. The United States District Court for the Western District of Kentucky, or the Jefferson Circuit Court, each located in Louisville, Kentucky, shall have exclusive jurisdiction and venue of any legal action arising out of this Agreement, and each Party submits to the exclusive jurisdiction of such Court.

5.15 Service Contract. This Agreement is a service contract pursuant to Section 7701 (e)(3) of the Internal Revenue Code.

5.16 Forward Contract. Provider and Host agree that, for the purpose of this Agreement, Provider is a forward contract merchant and that this Agreement is a forward contract and commodity contract.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Renewable Energy Agreement as of the date first set forth above.

[signatures on next page]



Provider: Kentucky Utilities Company

Host: Maker's Mark Distillery, Inc.

By:

Beth MCFARLAND

Printed Name

Beth McFarland

Title

By:

Rob Gamble

Printed Name

Aug 2 2019

Title

COO, maker's mark

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APPENDIX A

The Site

The Site is the Maker's Mark Distilling, Inc. property on the North side of KY-52 between Gabes Lane and School House Drive in Loretto, KY. The site consists of multiple buildings and surrounding grassy and paved ground.



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The Premises

The Premises of the solar array is the south east corner of the property. The array will be installed in existing green space.



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The Project

The anticipated Project consists of design, procurement, construction, operations, and management of a +/-190 kW (DC)/180 kW (AC) solar array. Following execution of the Agreement, Provider will finalize the Project engineering and contract for its construction and installation. As built, certain aspects of the Project may vary to a non-material degree from the anticipated Project as described below. The anticipated system largely consists of an array of photovoltaic panels and solar inverters on a ground-mount racking system. Project specifications, inclusions, and exclusions consist of:

Inclusions:

1. Turnkey project design, management, and construction
2. Photovoltaic Panels (+/- 190 kW)
3. Ground-mount racking system
4. Inverters (+/- 180 kW)
5. 6 ft chain link fence around array (to match existing fence) with (2) man gates and (1) vehicle gate
6. Vegetation-restricting ground cover and gravel underneath all electrical equipment
7. Web-accessible production monitoring system
8. Code-compliant disconnect
9. Revenue-grade solar-specific meter
10. 10 ft access perimeter around array
11. All labor necessary for installation and commissioning of the system
12. Equipment and labor for interconnection with the utility grid and local network
13. All permitting required
14. Cumulative Environmental Assessment
15. Operations, maintenance, and repairs throughout the life of the contract

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Executive Director



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Exclusions:

1. Ongoing landscaping in and around the equipment
2. Landscaping features of buffers
3. On-site branding or advertising
4. On-site security

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