

GROUND LEASE

BETWEEN

MARSHALL COUNTY FISCAL COURT, AS LANDLORD

AND

BIG RIVERS ELECTRIC CORPORATION, AS TENANT

PROPERTY LOCATED AT

**596 U.S. Highway 68 West
Benton, KY 42025**

September 20, 2016

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made and entered into as of the Effective Date (as defined in Section 17.15 below) by and between **Marshall County Fiscal Court**, having an address of 1101 Main Street, Benton, KY 42025 ("**Landlord**") and **BIG RIVERS ELECTRIC CORPORATION**, a not-for-profit Kentucky corporation, with its principal offices at 201 Third Street, Henderson, Kentucky 42420 ("**Tenant**").

ARTICLE I
DEMISE OF PREMISES

For and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the following terms and conditions, approximately two (2) acres of land (the "**Land**") lying and being in Marshall County, Kentucky, and being more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto. The Land, all improvements now or hereafter located thereupon, and the appurtenances pertaining thereto are hereinafter collectively referred to as the "**Premises**".

ARTICLE II
LEASE TERM

2.1 Term. The term of this Lease (including any Option Term, the "**Term**") shall commence on the Effective Date hereof and shall terminate at the end of the twenty-five (25th) Lease Year. For purposes of this Lease, the term "**Lease Year**" shall mean the period beginning on the Effective Date and ending on the second December 31 following the Effective Date (unless the Effective Date is January 1 in which case the first Lease Year shall end on the first December 31 following such Effective Date) and each 12-month period commencing on each January 1 thereafter. The parties shall execute a written statement setting forth (i) the date of expiration of this Lease promptly after the same shall have been ascertained, and (ii) the Option Term (as defined in Section 2.2 hereof) and notice dates in accordance with Section 2.2 hereof, but the enforceability of this Lease shall not be affected if either party fails or refuses to execute such statement.

2.2 Extension Option. Tenant shall have one (1) option, entitling Tenant to extend the Term for a period of twenty-five (25) years (the "**Option Term**") on the same terms and conditions then in effect, except as expressly otherwise provided herein. Tenant may exercise any such extension option by written notice to Landlord not less than six (6) months prior to the expiration of the Term; provided, however, that if Tenant shall fail to give any such notice within the aforesaid time limit, Tenant's right to exercise its option shall nevertheless continue until thirty (30) days after Landlord shall have given Tenant notice of Landlord's election to terminate such option, and Tenant may exercise such option at any time prior to the expiration of such thirty (30) day period. The parties intend to avoid forfeiture of Tenant's rights to extend the Term under any Option Term

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set forth in this Section 2.2 through failure to give notice of exercise thereof within the time limits prescribed. Accordingly, if Tenant shall fail to give notice to Landlord of Tenant's election to extend the Term for any Option Term and Landlord shall fail to give notice to Tenant of Landlord's election to terminate Tenant's right to extend this Lease under the option applicable thereto, then and so often as such event shall occur, the Term shall be automatically extended from month to month upon all of the terms and conditions then in effect, subject to Tenant's right under such option to extend the Term for the remainder of the Option Term covered thereby and to Landlord's right to place the thirty (30) day limit on such option by notice in the manner provided in this Section 2.2.

2.3 Surrender. Upon the expiration of the Term or termination of the Lease, Tenant shall surrender to Landlord the Premises free and clear of all liens and security instruments created by Tenant. Landlord shall have the option to retain any or all improvements remaining on the Premises upon the expiration or termination of the Lease, including structures, furniture, fixtures and equipment, systems and other property. Landlord shall notify Tenant within thirty (30) days after the expiration or termination of the Lease of all improvements the Landlord wishes to retain. Title to all such improvements retained by Landlord shall automatically pass to Landlord without the necessity of the execution of any instrument of conveyance. Tenant shall remove all other improvements in accordance with Section 22.3 hereof.

ARTICLE III
RENT

3.1 Rent.

(a) Tenant covenants and agrees to pay Landlord at the above referenced address, or such other place as Landlord shall designate in writing, rental for the Premises (the "**Rent**") in the amount of \$0.00 per annum, payable in equal monthly installments on the first day of each and every calendar month during the Term hereof.

(b) The Rent shall be proportionately reduced for any partial month during the Term.

(c) If any party to whom Tenant shall not then be paying rent under this Lease shall demand payment of rent from Tenant, alleging his or its right to receive such rent or other amount as a result of a transfer of Landlord's interest in this Lease or for any other reason, or if conflicting demands are made on Tenant concerning the payment of rent by parties comprising Landlord, Tenant shall not be obligated to honor such demand unless Tenant shall receive written instructions to do so from the person to whom Tenant shall then be paying rent or shall otherwise receive evidence satisfactory to Tenant of the right of the person making the demand. The withholding of Rent, or any other amount payable by Tenant under this Lease, by Tenant pending the determination of the right of the party making the demand shall not be deemed to be a default on the part of Tenant.

ARTICLE IV
TAXES

4.1 Real Estate Taxes

(a) If the Premises is a separate legal parcel that is separately assessed for the purpose of paying all real estate taxes and assessments for betterments and improvements that are levied or assessed by any lawful authority on the Premises ("**Real Estate Taxes**"), then from and after the Effective Date, Tenant shall pay all Real Estate Taxes on the Premises on or prior to the last day on which Real Estate Taxes can be paid without interest or penalty.

(b) If the Premises is not separately assessed for Real Estate Taxes but is instead part of a larger tract owned by Landlord, Landlord shall pay all Real Estate Taxes assessed on such larger tract when due and Tenant shall reimburse Landlord for a portion of the Real Estate Taxes based upon the proportion of the acreage of the Premises to the acreage of the larger tract.

(c) Real Estate Taxes shall not include the following: (i) income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) taxes on rents, gross receipts or revenues of Landlord from the Premises; or (iii) any rollback, greenbelt or similar deferred taxes which are assessed after the Effective Date, but relate to time periods prior to the Effective Date by reason of a change in zoning, use or ownership. Landlord shall be responsible for paying, without contribution from Tenant, all taxes and impositions described in clauses (i) - (iii).

4.2 Personal Property Taxes. Tenant shall pay all personal property taxes assessed on Tenant's personal property on the Premises. If Landlord has paid any such tax in the first instance, as required by the applicable taxing authority, Tenant shall reimburse Landlord upon Tenant's receipt of paid invoices for such taxes, provided that Landlord shall give Tenant notice of any such tax prior to paying same.

4.3 Proration of Taxes; Tax Contests

(a) If the Term of this Lease shall terminate on any date other than the last day of a tax fiscal year, the amount payable by Tenant during the tax fiscal year in which such termination occurs shall be prorated on the basis which the number of days from the commencement of said tax fiscal year to and including said termination date bears to 365. A similar proration shall be made for the tax fiscal year in which Tenant's obligation to pay Real Estate Taxes first arises.

(b) Landlord shall furnish Tenant with copies of all real estate tax bills as to the Premises promptly upon receipt thereof and in sufficient time to allow Tenant to determine whether or not to contest any increase in Real Estate Taxes. If Tenant desires to contest such tax increase, Tenant shall promptly notify Landlord and Tenant shall have the right to do so, at its expense. Any savings resulting from any such protest relating to Real Estate Taxes attributable to

the Premises shall inure to the benefit of Tenant. Landlord shall fully cooperate with Tenant in any such proceeding.

ARTICLE V
UTILITIES

5.1 Utilities. From and after the Effective Date, Tenant shall pay the applicable utility companies or governmental agencies for any and all utilities consumed on the Premises by Tenant during the Term. Landlord shall not take or permit any person claiming under Landlord to take any action which shall interrupt or interfere with any utility service to the Premises.

ARTICLE VI
USE; COMPLIANCE WITH LAWS AND ASSIGNMENT; GRANT OF EASEMENTS

6.1 Use. The rights granted to Tenant in this Lease permit Tenant, without limitation, to construct, erect, install, operate, maintain, reinstall, enhance, replace, relocate and remove, from time to time, the Solar Power Facilities (as defined below) on the Premises or for any lawful purpose. The “**Solar Power Facilities**” shall include, without limitation, the following:

(a) meteorological and solar measuring equipment, including, but not limited to, insolation monitoring towers and all necessary and proper appliances and fixtures for use in connection with said towers, to determine the feasibility of solar energy conversion on the Property, on adjacent property or elsewhere;

(b) solar panels, inverters, steel racking, foundations and concrete pads, support structure, footings, anchors, fences and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large solar installations, control buildings, laydown areas, crane pads, and related facilities and equipment;

(c) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures or underground, and one or more substations or interconnection or switching facilities from which Tenant may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy (collectively, “**Transmission Facilities**”), together with the appropriate rights of way on, along, in and under the Premises; and

(d) any other improvements, including, without limitation, buildings, structures, roads, facilities, machinery and equipment that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing.

6.2 Grant of Easements. In addition to and in connection with the leasehold interest granted to Tenant pursuant to this Lease and the permitted uses provided in Section 6.1 above, Landlord hereby grants and conveys to Tenant and its successors and assigns the following

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easements (collectively, the “**Easements**”) on, about, above, over, under, through and across any adjacent real property to the Premises owned or controlled by Landlord (the “**Remainder Property**”):

(a) The exclusive easement to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the surface of that portion of the Remainder Property for the benefit of the Premises to the minimum degree necessary to protect Tenant’s ability to use the Premises for Solar Power Facilities and in a manner so as to minimize, to the extent reasonably possible, interference with Landlord’s use of the Remainder Property; provided Landlord shall have the continued right to use the Remainder Property for any uses existing as of the Effective Date and any new uses which do not interfere with Tenant’s use of the Premises;

(b) The non-exclusive easement to use the Remainder Property related to Tenant’s construction, installation, operation, use, maintenance, repair or replacement of the Transmission Facilities at such locations and in such a manner as proposed by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord’s disapproval shall be deemed reasonable if such construction, installation, operation, use, maintenance, repair or replacement unreasonably interferes with Landlord’s use of the Remainder Property.

(c) The non-exclusive easement over the Remainder Property to construct, use and maintain signs, fences, gates (whether locked or unlocked) and other safety and protection facilities around or about the Solar Power Facilities and/or to restrict access to portions of the Remainder Property around or about any of the Transmission Facilities at such locations and in such a manner as proposed by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord’s disapproval shall be deemed reasonable if such construction, installation, operation, use, maintenance, repair or replacement unreasonably interferes with Landlord’s use of the Remainder Property.

(d) The non-exclusive easement to enter the Remainder Property and to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation on or that intrudes (or upon maturity could intrude) into the Premises, or could obstruct, interfere with or impair the Solar Power Facilities or the intended uses of the Premises by Tenant under this Lease; provided, however, that (i) Tenant shall provide Landlord with no less than thirty (30) days’ advance notice before conducting any such actions, (ii) such actions shall be conducted to the minimum degree necessary to protect Tenant’s ability to use the Premises for Solar Power Facilities and in a manner so as to minimize, to the extent reasonably possible, interference with Landlord’s use of the Remainder Property (as defined below) and (iii) Tenant shall pay to Landlord the reasonable fair market value of any timber removed from the Remainder Property by Tenant.

The Easements granted by Landlord in this Agreement are easements appurtenant to the Premises, and the easements and other rights granted to Tenant herein are for the benefit of Tenant

and its successors and assigns, as owner of the Solar Power Facilities. The Easements shall be memorialized in the Memorandum referred to in Section 17.3 below.

6.3 Assignment and Subletting.

(a) Except as provided in Section 6.3(b) hereof, Tenant shall not assign this Lease or sublet all or any portion of the Premises without Landlord's prior written consent. In the event Landlord and any assignee or sublessee modify or amend this Lease without Tenant's consent, Tenant's liability hereunder shall not be increased, but instead shall continue as it existed prior to such modification or amendment. Tenant shall be entitled to any and all rent and other consideration relating to any such subleasing or assignment.

(b) Notwithstanding any other provision of this Lease to the contrary, Tenant may, without the written consent of Landlord and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Lease to create a security interest for the benefit of the United States of America, acting through the U.S. Department of Agriculture's Rural Utilities Service ("RUS"), or other secured party (directly or through an indenture trustee or other collateral agent; collectively, including such indenture trustee or other collateral agent, a "Secured Party"). Thereafter, a Secured party, without the written consent of Landlord, may (i) cause this Lease (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Lease pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Lease, sell, assign, transfer or otherwise dispose of this Lease (and all obligations hereunder) to a third party; provided, however, that in either case (A) Tenant is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Landlord written notice of such default; and (B) the applicable Secured Party has given Landlord not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Lease (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser..

6.4 Compliance with Requirements.

(a) Subject to the terms of Article XIX below applicable to Hazardous Substances, Tenant shall, at Tenant's own cost and expense, comply with all Requirements. The term "**Requirements**" shall mean all requirements of all laws, orders, ordinances, rules and regulations of federal, state, county and municipal authorities and of any certificate of occupancy or other direction issued pursuant to law by any public officer or officers, which shall relate to the Premises or the use, occupancy or control thereof or the conduct of any business thereon, including those relating to or which necessitate structural changes or improvements or alteration, repair or removal of any improvements on any part of the Premises.

(b) Tenant shall have the right, at its own cost and expense, to contest or review by legal proceedings the validity, legality or applicability of any Requirement, and during such contest, Tenant may refrain from complying therewith, provided that such compliance may be

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deferred only if (i) neither Tenant nor Landlord will thereby be subjected to civil or criminal liability for failure to comply therewith and (ii) compliance may be so deferred without the incurrence of any lien, charge or liability of any kind against the Premises or any interest therein or part thereof, and (iii) Tenant prosecutes the contest in good faith and with due diligence. Tenant does hereby agree to indemnify and hold Landlord and the Premises harmless from any loss or damage (including but not limited to attorneys' fees and expenses, penalties, interest and court costs) occasioned by any violation of or failure to comply with any Requirement.

ARTICLE VII
MAINTENANCE AND REPAIRS

7.1 Tenant's Repairs. All development and construction on and to the Solar Power Facilities and the Transmission Facilities and all maintenance, repair and other work with respect thereto required hereunder shall be Tenant's sole responsibility and Landlord shall have no obligation with respect thereto, except as may be specifically otherwise set forth herein.

7.2 Alterations. Tenant shall have the right, at its sole cost, responsibility, and expense, to make at any time and from time to time, alterations to the Premises (including the construction and installation from time to time of one or more signs) without obtaining Landlord's consent, and to raze or demolish any existing improvements and construct other improvements on the Premises, so long as Tenant complies with the requirements of all Requirements and Approvals. Landlord shall cooperate with Tenant and shall execute all instruments necessary or appropriate to obtain all Approvals to make such alterations and improvements from the applicable governmental authorities to satisfy the Requirements. Without limiting the generality of the foregoing, Tenant shall have the right to install one or more sets of satellite receiving equipment or the like on or near the Premises.

7.3 Fixtures. Except as provided in Section 2.3 hereof, any trade fixtures, furniture, equipment and other personal property that Tenant places or installs in the Premises at its expense prior to or during the Term hereof shall remain Tenant's property and may be removed by Tenant.

ARTICLE VIII
INSURANCE

8.1 Tenant's Insurance. From and after the Effective Date, Tenant shall maintain the following insurance coverages:

(a) commercial general liability insurance, including, but not limited to contractual liability, covering the Premises with minimum limits of two million dollars

(\$2,000,000.00) combined single limit per occurrence and in the aggregate as applicable for bodily injury, personal injury or property damage;

(b) workers' compensation or similar coverage for the benefit of Tenant's employees, if any;

(c) "special form" property insurance on the Premises and on the betterments and improvements to the Premises whether made by Landlord or Tenant, in an amount not less than the replacement cost thereof.

Notwithstanding anything to the contrary contained herein, Tenant shall have the right to self-insure all or any part of any of said insurance coverages, in Tenant's sole discretion, so long as Tenant maintains a net worth of not less than ten million dollars (\$10,000,000.00).

8.2 Insurance Certificates. All of the foregoing insurance policies required pursuant to Section 8.1 above will be written with companies of recognized standing and will provide that the party named as an additional insured shall be given a minimum of ten (10) days written notice by any such insurance company prior to the cancellation, termination or alteration of the terms or limits of such coverage. The insuring party will deliver to the other party copies of the foregoing insurance policies or certificates thereof within thirty (30) days of the Effective Date and evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies. All such policies may be maintained under a "blanket insurance policy" of the insuring party (or by self-insurance as to Tenant, as aforesaid).

8.3 Mutual Release; Waiver of Subrogation. Landlord and Tenant hereby each release the other party and anyone claiming through or under the other party by way of subrogation or otherwise from any and all liability for any insured loss of or damage to Premises or Tenant's personal property, whether caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause any insurance policy carried by them insuring the Premises or the contents thereof to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

8.4 Mutual Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims, damages, losses, and reasonable expenses including but not limited to reasonable attorney's fees and expenses which may result from the willful or negligent act or omission of Tenant, its employees, agents or representatives. Landlord shall indemnify, defend, and hold Tenant harmless from and against any claims, damages, losses and reasonable expenses, including but not limited to, reasonable attorney's fees and expenses which may result from Landlord's breach of its obligations or representations set forth in this Lease or from any act or omission by Landlord, its employees, agents or representatives.

ARTICLE IX
DAMAGE OR DESTRUCTION

9.1 Damage and Destruction to Premises. If any of the Solar Power Facilities are damaged or destroyed during the Term (or any Option Term) by a casualty loss, Tenant shall have the right, in its sole and absolute discretion, to either (i) rebuild and restore same at its expense (and have full use of and right to apply any available insurance proceeds to such rebuilding and restoration), or (ii) terminate this Lease, without penalty, upon written notice to Landlord.

ARTICLE X
EMINENT DOMAIN

10.1 Entire or Partial Termination. If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public use or purposes during the Term of this Lease, Tenant shall have the right, in its sole and absolute discretion, to either (i) terminate this Lease, without penalty, upon written notice to Landlord, or (ii) in the event of a taking of less than all of the Premises, continue under this Lease with respect to the portion of the Premises not taken, with all payments due under this Lease to be equitably adjusted to reflect the reduction in the usable size of the Premises. As provided herein, Tenant reserves the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage or injury to its leasehold interest (as well as relocation and moving costs). In consideration of Tenant's payment for all the cost of construction of the Solar Power Facilities on the Premises, Landlord hereby assigns to Tenant all claims, awards and entitlements relating to Tenant's interest in the Premises and the Solar Power Facilities arising from the exercise of the power of condemnation or eminent domain.

10.2 Notice of Condemnation. In the event any action is filed to condemn the Premises, the Solar Power Facilities or Tenant's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain or in the event that an action is filed to acquire the temporary use of the Premises, the Solar Power Facilities or Tenant's leasehold estate or any part thereof, or in the event that action is threatened or any public or quasi-public authority communicates to Landlord or Tenant its desire to acquire the temporary use thereof, by a voluntary conveyance or transfer in lieu of condemnation, either Landlord or Tenant shall give prompt notice thereof to the other. Landlord and Tenant shall each have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation or settlement with respect to any taking or threatened taking. No agreement, settlement, conveyance or transfer to or with the condemning authority affecting Tenant's leasehold interest shall be made without the consent of Tenant.

ARTICLE XI
SELF HELP

11.1 Self Help. If either Landlord or Tenant (i) defaults in the performance of any obligation imposed on it by this Lease; (ii) breaches any warranty set forth in Article XX hereof; or (iii) makes a representation in Article XX hereof which is or becomes inaccurate, and such defaulting or breaching party or such party which made the inaccurate representation (any such

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party being referred to herein as a "Defaulting Party") does not cure such default, breach or inaccuracy within thirty (30) days after written notice from the other party specifying the default, breach or inaccuracy (or does not within said period commence and diligently proceed to cure such default), the other party, without waiver of or prejudice to any other right or remedy it may have, shall have the right at any time thereafter to cure such default, breach or inaccuracy for the account of the Defaulting Party, and the Defaulting Party, within ten (10) days of the receipt of a statement therefor, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Any sum not paid when due shall accrue interest thereafter at a rate equal to the lesser of (i) the rate announced by the Wall Street Journal from time to time as the "prime rate" plus 2% per annum or (ii) the highest rate permitted by law (the interest rate determined hereby is referred to as the "Interest Rate"). In the event of an emergency, or where necessary to prevent injury to persons or damage to Premises, either party may cure any such default, breach or inaccuracy by the other party before the expiration of the cure period set forth above, with such written or oral notice to the other party as is appropriate under the circumstances. In the event Landlord fails to pay Tenant any sum due to Tenant pursuant to this Section 11.1 within such ten (10) day period, Tenant shall be entitled thereafter to offset the amounts owed by Landlord against Rent due hereunder.

ARTICLE XII
DEFAULT

12.1 Remedies Upon Tenant's Default. In the event Tenant shall at any time fail to pay Rent or other monetary amounts herein required to be paid by Tenant and such failure shall continue after thirty (30) days written notice from Landlord, or Tenant shall fail to observe or perform any of the other covenants and agreements required to be performed and observed by Tenant hereunder and any such default shall continue for a period of thirty (30) days after written notice to Tenant and Tenant shall not thereafter cure such default (or does not within said period commence and diligently proceed to cure such default), then Landlord shall be entitled at its election, to exercise concurrently or successively, any one or more of the following rights:

(a) to bring suit for the collection of the Rent or other amounts for which Tenant may be in default, or for the performance of any other covenant or agreement of Tenant hereunder, all without entering into possession of the Premises or terminating this Lease;

(b) in the case of a default with respect to a payment of Rent by Tenant to Landlord, to re-enter the Premises with process of law and take possession thereof, without thereby terminating this Lease, and thereupon Landlord may expel all persons and remove all property therefrom, without becoming liable therefor, and relet the Premises and receive the rent therefrom, applying the same first to the payment of the reasonable expenses of such re-entry, and then to the payment of the monthly rental accruing hereunder, with the balance, if any, to be held by Landlord for application against future Rent due hereunder. In such event, Landlord shall have the duty and obligation to mitigate said damage. The commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or any execution of any decree obtained in any action to recover possession of the Premises, or

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any re-entry, shall not be construed as an election to terminate this Lease unless Landlord shall, in writing, expressly exercise its election to declare the Term hereunder ended and to terminate this Lease, and, unless this Lease be expressly terminated, such re-entry or entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the Term of this Lease.

(c) in the case of a default with respect to a payment of Rent by Tenant to Landlord, to terminate this Lease, re-enter the Premises and take possession thereof. In the event Landlord shall elect to terminate this Lease, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Landlord shall have and retain full right to sue for and collect all Rent of which Tenant shall then be in default and all damages to Landlord by reason of any such breach. In such event, Landlord shall have the duty and obligation to mitigate said damage. Tenant shall surrender and deliver up the Premises to Landlord and upon any default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings or otherwise and to apply for the appointment of a receiver and for other ancillary relief in such action, provided that Tenant shall have fifteen (15) days' written notice after such application may have been filed and before any hearing thereon. In such event, Landlord shall again have and enjoy the Premises, fully and completely, as if this Lease had never been made. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Landlord's obtaining possession of the Premises by reason of the breach or violation by Tenant of any of the covenants and conditions in this Lease contained.

12.2 Remedies Upon Landlord's Default. In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord and Landlord shall not thereafter cure such default (or does not within said period commence and diligently proceed to cure such default), Tenant shall be entitled at its election, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the State in which the Premises is located:

(a) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, without terminating this Lease, and/or

(b) to terminate this Lease upon thirty (30) days written notice to Landlord without waiving Tenant's rights to damages for Landlord's failure to perform its obligations hereunder. In the event Tenant shall elect to terminate this Lease, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Tenant shall have and retain full right to sue for and collect all amounts for the payment of which Landlord shall then be in default and all damages to Tenant by reason of any such breach.

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12.3 Remedies Cumulative. In the event that either Landlord or Tenant commences any suit for the collection of any amounts for which the other party may be in default or for the performance of any other covenant or agreement hereunder, the other party shall pay all reasonable attorneys' fees (as determined by a court of law) and other reasonable expenses incurred by the prevailing party enforcing such obligations and/or collecting such amounts, plus interest thereon at the Interest Rate. All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other, but in no event shall Landlord have the right to accelerate rental reserved hereunder without offsetting the fair market rental value of the Premises for the balance of the Term. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as either Landlord or Tenant shall, as applicable, deem necessary.

ARTICLE XIII
QUIET ENJOYMENT

Landlord covenants and warrants that Landlord is the true and lawful owner in fee simple of the Premises subject only to Real Estate Taxes not yet due and payable and such other matters as will not materially interfere with Tenant's ability to use and operate the Premises for the purposes permitted by this Lease (the "**Permitted Exceptions**") and has good right and full power to let and lease the same. Without limitation of the foregoing, in no event shall Permitted Exceptions include any monetary liens affecting the Premises. Landlord agrees that, contingent upon Tenant's compliance with the terms of this Lease, Tenant shall quietly and peaceably hold, possess and enjoy the Premises for the full Term of this Lease without any hindrance or molestation by any party whomsoever, and Landlord will defend the title to the Premises and the use and occupancy of the same by Tenant against the lawful claims of all persons whomsoever, except those claiming by or through Tenant, and will indemnify and hold Tenant harmless from any and all losses, costs, expenses or liabilities due or attributable to a breach by Landlord of the warranties set forth in this Article XIII.

ARTICLE XIV
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Tenant shall, upon the written request of Landlord, subordinate this Lease to the lien of any mortgage upon the Premises, provided that the holder of any such mortgage ("**Mortgagee**") shall enter into a written agreement reasonably satisfactory to Tenant providing that (i) in the event of foreclosure or other action taken under the mortgage by Mortgagee, this Lease and the rights of Tenant hereunder shall not be disturbed or diminished, but shall continue in full force and effect so long as Tenant complies with the terms hereof; (ii) such Mortgagee shall permit insurance proceeds and proceeds from condemnation awards to be used for any restoration and repair required by Article IX or Article X of this Lease; and (iii) Tenant shall attorn and recognize such Mortgagee as Landlord hereunder. As used herein, "mortgage" shall include mortgages, deeds of trust, deeds to secure debt or other similar instruments, and any modifications or extensions of same.

If Landlord sells, conveys or transfers its interest in the Premises or if any mortgagee of Landlord succeeds to Landlord's interest through foreclosure or deed in lieu thereof, Tenant shall attorn to such succeeding party as its landlord under this Lease promptly upon any such succession, provided that such succeeding party assumes all of Landlord's duties and obligations under this Lease.

ARTICLE XV
TRANSFERS BY LANDLORD

Landlord shall have the unfettered right to transfer its fee interest in the Premises from time to time, but (i) no such transfer or sale of Landlord's interest hereunder shall release Landlord from any of its obligations or duties hereunder prior thereto and (ii) such transferee shall assume Landlord's obligations under this Lease from and after the date of such transfer. Landlord shall be released of any ongoing obligations hereunder from and after the date of such transfer upon the assumption of all such obligations and duties by the transferee of Landlord pursuant to a written agreement reasonably satisfactory to Tenant.

ARTICLE XVI
FENCING

Tenant shall, at its sole cost, have the right to install fencing around all or any portion of the Premises as Tenant deems necessary, in Tenant's sole and absolute discretion, provided that any such fencing shall be aesthetically consistent with the park setting and shall be similar in nature to the fences currently in place at the park. Notwithstanding the foregoing, if Landlord has the lawful right to egress or ingress over a portion of the Premises by easement or otherwise, Tenant shall reasonably cooperate with Landlord to build its fencing in such a manner as not to interfere with Landlord's rights.

ARTICLE XVII
MISCELLANEOUS

17.1 Holding Over. In the event of Tenant's continued occupancy of the Premises after the expiration of the Term, or any earlier termination provided or permitted by this Lease, such tenancy shall be from month-to-month. All covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

17.2 Non-Waiver of Default. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time constitute a waiver of any rights of Landlord.

17.3 Memorandum of Lease and Deed of Easements. Concurrently with the full execution and delivery of this Lease, Landlord and Tenant shall execute in recordable form and

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Tenant shall then be entitled to immediately record (i) a memorandum or short form of the lease evidenced by this Lease and (ii) the Easements, all of which shall be reasonably satisfactory in form and substance to Tenant and Landlord (the "Memorandum") in the form of Exhibit "B". Upon expiration or earlier termination of this Lease, Tenant will execute and record a termination of such Memorandum and a quitclaim deed to Landlord of all of Tenant's right, title and interest in and to the Easements, and in the event of a termination with respect to less than all of the Premises, only as to that portion of the Premises or those Easements which are terminated.

17.4 Notice. Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) registered or certified mail, return receipt requested, (ii) delivered personally, including by air courier or expedited mail service, or (iii) delivered by facsimile, with a copy delivered by the method specified in item (ii) above within three (3) days of such facsimile, addressed as follows:

If to Landlord: Marshall County Fiscal Court
 1101 Main Street
 Benton, KY 42025 _____
 Fax _____

If to Tenant: Big Rivers Electric Corporation
 201 Third Street
 Henderson, KY 42420
 Fax: _____

and _____

Fax: _____

or at such other address or facsimile number as may be specified from time to time in writing. All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date notice has been given. In the case of notices delivered by facsimile, notice shall be deemed to have been given at the time of receipt set forth on the confirmation generated by the transmitting facsimile machine, provided that a copy of such notice is delivered to the receiving party by the method specified in item (ii) above within three (3) days of such facsimile delivery.

17.5 Successors and Assigns. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

17.6 Time is of the Essence. Time is of the essence as to the performance of all of the covenants, conditions, and agreements of this Lease.

17.7 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

17.8 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

17.9 Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

17.10 Brokerage Commissions. Each party represents and warrants to the other that no real estate broker or agent (the "**Broker**") has been involved in the procurement of this Lease. Landlord shall pay Broker a commission pursuant to a separate agreement between Broker and Landlord, provided that this Lease is executed and not terminated pursuant to Article XVIII hereof. Additionally, each of Tenant and Landlord represent and warrant that it has not retained any other broker, nor otherwise created any claim for any brokerage or other compensation. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense incurred by such other party by reason of any breach of the foregoing warranties, including without limitation reasonable attorney's fees incurred by such other party to enforce the terms of this indemnification.

17.11 Governing Law. This Lease shall be construed under the laws of the Commonwealth of Kentucky.

17.12 Relationship of Parties. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

17.13 Force Majeure. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In no event shall a lack of financing be deemed an unavoidable delay hereunder.

17.14 Estoppel Certificates. Within twenty (20) days after the request by either party, the other party agrees to deliver to the requesting party and to any potential mortgagee, assignee or purchaser of the requesting party's interest in the Premises an estoppel certificate, in form and substance reasonably satisfactory to both parties, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, whether same is in full force and effect as modified, and stating the modifications); that, to the certifying party's reasonable knowledge and belief, there are no defenses or offsets thereto (or stating those claimed by the certifying party); that there are no defaults by the certifying party or, to the reasonable knowledge and belief of the certifying party, on the part of the requesting party (or, if such defaults exist, stating their nature); and such other matters as the requesting party may reasonably request; provided, however, that no such estoppel certificate shall be deemed to amend or modify this Lease.

17.15 Effectiveness and Effective Date. The effectiveness of this Lease and the parties' obligations hereunder are subject to the receipt of any required authorization, consent, order, finding, decision or other action (an "Approval") of the Kentucky Public Service Commission, the RUS, and any other governmental authority required to approve, authorize or consent to the execution, delivery and performance of this Lease. The "**Effective Date**" of this Lease shall be the date upon the parties' receipt of all required Approvals.

17.16 Grant of Easements. Tenant is hereby authorized to grant easements across, under and over the Premises, for the installation, construction, maintenance, repair and replacement of sewer and other utility lines, for rights of way and for other means of ingress and egress, and Landlord covenants that Landlord will, upon request of any party to whom any such easement is granted, join in the execution of such easements.

17.17 Time Periods. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

17.18 Counterparts. This Lease may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

ARTICLE XVIII TERMINATION OF LEASE

Notwithstanding that the Lease is in full force and effect as of the Effective Date, Tenant shall have the right to terminate the Lease as follows:

18.1 Title.

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(a) Landlord covenants and agrees that it shall lease the Premises to Tenant free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Exceptions (subject to Tenant's right to object thereto pursuant to subsection 18.1(b) below). Landlord shall deliver to Tenant upon request an affidavit acceptable to Tenant and the title insurance company selected by Tenant (the "**Title Company**") stating that Landlord has sole and exclusive possession of the Premises and stating, among other things which may be reasonably required by Tenant and the Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Premises during the last four (4) months immediately preceding the date of such affidavit (or such longer period during which construction liens can be filed under applicable law) or (ii) if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been paid in full. Landlord agrees to cooperate in a reasonable manner with Tenant in satisfying those requirements imposed by the Title Company which are typically satisfied by landlords as to leasehold policies, including without limitation, proof of authority of Landlord to execute the Lease and like matters.

(b) Tenant shall have until the expiration of the Inspection Period (as defined below) to examine title to the Premises and obtain a survey thereof and notify Landlord of any objectionable matter or defect which, in Tenant's sole and absolute discretion, affects the insurability of the leasehold title to the Premises or which adversely affects the use of the Premises in accordance with this Lease. In the event Landlord is notified of any such objectionable matters, Landlord agrees to promptly employ commercially reasonable efforts to procure a cure for same (which shall include the payment of money with respect to any existing deeds to secure debt, mortgages, deeds of trust, liens or other matters that can be removed by the payment of money). In the event, however, Landlord is unable through the exercise of such commercially reasonable efforts to cure any objectionable matter prior to the Effective Date, then at Tenant's option, Tenant may either: (i) take leasehold title to the Premises despite the existence of such matter, (ii) remove such objectionable matter and offset the cost of such removal against Rent payable hereunder or (iii) terminate this Lease, whereupon Tenant shall pay Landlord the sum of \$100 as independent consideration and this Lease shall be of no further force or effect and neither party hereto shall have any further liability to the other party.

18.2 Inspection Period. From and after the Effective Date, Tenant shall have the right to enter upon the Premises for the purpose of performing such surveys, soil tests, environmental tests, and other due diligence activities as Tenant may desire, in its sole discretion. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all losses, claims, costs, damages, and expenses incurred or suffered by Landlord in connection with Tenant's inspection activities. In the event Tenant determines, in its sole and absolute discretion, that any aspect of the Premises is not satisfactory for Tenant's use of the Premises or if Tenant desires to terminate this Lease for any reason or for no reason, Tenant may notify Landlord within thirty (30) days after the Effective Date (the "**Inspection Period**") that Tenant is terminating this Lease, whereupon Tenant shall pay Landlord the sum of \$100 as independent consideration and this Lease shall be of no further force or effect and neither party hereto shall have any further liability to the

other party. Failure of Tenant to so notify Landlord prior to the expiration of the Inspection Period shall be deemed a waiver of such condition.

18.3 Development Period. The "**Development Period**" means the period commencing on the day following the expiration date of the Inspection Period and, unless earlier terminated pursuant to the terms of this Lease, expiring on the earlier of the following: (a) notice by Tenant of termination of this Lease, (b) the receipt by Tenant of all Non-Appealable Entitlements (hereinafter defined) necessary to construct, own, and operate the Solar Power Facilities, or (c) eighteen (18) months after commencement of the Development Period. As used herein, "**Non-Appealable Entitlements**" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any government agency, or otherwise required or deemed desirable by Tenant, in order to develop, install, construct, use, operate, replace, relocate or maintain the Solar Power Facilities, including an executed power purchase agreement and an interconnection agreement, subject to the condition that all such entitlements are no longer subject to appeal or challenge. During the Inspection Period and the Development Period, Landlord shall reasonably cooperate with Tenant as necessary in complying with or obtaining the Non-Appealable Entitlements. Tenant shall reimburse Landlord for its reasonable and documented costs and expenses directly incurred by Landlord in connection with such cooperation, to the extent Tenant has approved such expenses in advance in writing. Tenant may notify Landlord prior to the expiration of the Development Period that Tenant is terminating this Lease, whereupon Tenant shall pay Landlord the sum of \$100 as independent consideration and this Lease shall be of no further force or effect and neither party hereto shall have any further liability to the other party. Failure of Tenant to so notify Landlord prior to the expiration of the Development Period shall be deemed a waiver of such termination right.

ARTICLE XIX
HAZARDOUS SUBSTANCES

19.1 Landlord warrants and represents to Tenant that the Premises do not now nor have they ever contained any Hazardous Substances (as defined in Section 19.2 below) or any fuel storage tanks and that Landlord has not caused or permitted any such Hazardous Substances to be released, discharged or deposited onto or within the bounds of the Premises. Landlord warrants and represents further that (i) Landlord and/or the Premises are not subject to any existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Hazardous Substances, air emissions, and other environmental matters, (ii) any handling, transportation, storage, treatment, or use of Hazardous Substances that has occurred on the Premises to date has been in compliance with all applicable federal, state, and local laws, regulations and ordinances, and (iii) no leak, spill, release, discharge, emission, or disposal of Hazardous Substances has occurred on the Premises to date.

19.2 "**Hazardous Substances**" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the

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Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. Hazardous Substances shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically include, but are not limited to, asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

19.3 If at any time Hazardous Substances are determined to be present on the Premises (other than Hazardous Substance introduced by or on behalf of Tenant), Landlord shall take all steps necessary to promptly remove or otherwise abate all such Hazardous Substances in accordance with all rules, regulations and laws. Landlord shall use its best efforts not to materially interfere with the conduct of Tenant's business during any such removal or abatement process. If Tenant determines that Landlord is unable or unwilling to take such steps to correct the Hazardous Substance condition and if Tenant determines in its reasonable judgment that said condition has or will have a material negative impact upon the conduct of Tenant's business, then Tenant may elect to (i) terminate this Lease without further liability to Tenant or (ii) expend such sums as Tenant reasonably determines are necessary to correct the condition and to offset said amounts against the next rent and other charges due under this Lease, and in the case of either clause (i) or (ii) hereof, upon giving Landlord at least thirty (30) days written notice of its intention to do so. Notwithstanding the foregoing, if Landlord is able to demonstrate to Tenant's reasonable satisfaction that Landlord is able to correct the Hazardous Substance condition within a reasonable period of time and Landlord is diligently pursuing such correction, Tenant shall have no right to terminate the Lease, but Tenant's Rent and other charges payable hereunder shall be equitably reduced to take into account the economic loss to Tenant during the period in which the Hazardous Substance condition is being corrected. Nothing herein shall be deemed to limit any other rights or remedies to which Tenant may be entitled by reason of the existence of Hazardous Substance.

19.4 Landlord further covenants and agrees to indemnify, protect and save Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees

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and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Tenant and arising from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Premises other than any Hazardous Substances introduced by, or on behalf of, Tenant including, without limitation, (i) the costs of removal of any and all Hazardous Substances from all or any portion of the Premises, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Premises, with all applicable laws, orders, judgments and regulations with respect such Hazardous Materials other than those introduced by, or on behalf of, Tenant.

19.5 Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Premises any Hazardous Substances except in compliance with all applicable laws. Tenant further covenants and agrees to indemnify, protect and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord and arising from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Premises introduced by, or on behalf of, Tenant including, without limitation, (i) the costs of removal of any and all Hazardous Substances from all or any portion of the Premises, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Premises, with all applicable laws, orders, judgments and regulations with respect such Hazardous Substances introduced by, or on behalf of, Tenant.

19.6 The provisions of this Article XIX shall survive the expiration or earlier termination of this Lease.

ARTICLE XX
LANDLORD'S REPRESENTATIONS

Landlord represents and warrants to Tenant as follows:

20.1 The person signing this Lease has the full power and authority to execute this Lease, lease the Premises in accordance herewith and to otherwise perform the obligations of Landlord hereunder, without the necessity of obtaining consent from any third party, including, without limitation, any partner or lender. Landlord (i) has complete and full authority to execute this Lease and to lease to Tenant good and marketable leasehold title to the Premises, which is free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Exceptions, (ii) will execute and deliver such other documents, instruments, agreements, including but not limited to affidavits and certificates necessary to effectuate the transaction contemplated herein, and (iii)

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will take all such additional action necessary or appropriate to effect and facilitate the consummation of the lease transaction contemplated herein.

20.2 To the best of Landlord's knowledge, there is no action, litigation, suit, proceeding or investigation pending or threatened by any organization, person, individual or governmental agency, including, without limitation, governmental actions under condemnation authority or proceedings similar thereto, which affects the Premises (or any portion thereof) or Landlord which would become a cloud on the title to the Premises or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Lease or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

20.3 Landlord has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Premises or with respect to the occupancy or construction thereon.

20.4 Landlord is not a "foreign person" as that term is defined in the Internal Revenue Code Section 1445(f)(3), nor is the lease of the Premises subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof.

20.5 The Premises has currently and shall, as of the Effective Date, have direct access to and from US Highway 68 and the park property.

20.6 The Premises are free and clear of any leases, tenancies or claims of parties in possession.

20.7 This Lease and the rights granted to Tenant hereunder shall not violate and are not inconsistent with any other lease or agreement relating to the Premises.

ARTICLE XXI
RIGHT OF FIRST REFUSAL

21.1 Landlord hereby grants to Tenant a right of first refusal (the "**Refusal Right**"), to purchase Landlord's Interest on the following terms and conditions. As used herein "**Landlord's Interest**" shall mean (i) Landlord's fee interest in the Premises or such larger tract which includes the Premises; and (ii) if Landlord is a corporation, partnership, limited liability company, trust or other entity, any ownership or beneficial interest in such corporation, partnership, limited liability company, trust or other entity representing the right to receive 50% or more of the profits of such entity. In the event Landlord has received from a bona fide prospective purchaser a written offer to purchase Landlord's Interest which Landlord has determined to accept (the "**Offer**"), then Landlord shall notify Tenant in writing prior to such acceptance ("**Landlord's Refusal Notice**"). Landlord's Refusal Notice shall include a copy of such Offer. Tenant shall have sixty (60) days

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from the effective date of Landlord's Refusal Notice within which to exercise such Refusal Right by written notice of exercise to Landlord ("**Tenant's Refusal Notice**").

21.2 The failure to provide Tenant's Refusal Notice to Landlord within such sixty (60) day period shall be conclusively deemed to be and constitute a rejection of the offer by Tenant and a waiver of Tenant's Refusal Right as to such Offer. In such event Landlord shall be free thereafter to sell Landlord's Interest on the terms and conditions as set forth in the Offer to the entity making such Offer, provided such sale occurs within one hundred eighty (180) days of the date of the Offer. If Landlord intends to sell Landlord's Interest on terms other than those set forth in the Offer or subsequent to the expiration of one hundred eighty (180) days after the Offer, Landlord shall be required to offer Landlord's Interest to Tenant pursuant to the terms hereof.

21.3 If an Offer is validly accepted by Tenant, then Tenant shall purchase Landlord's Interest from Landlord on the terms and conditions set forth in the Offer. To the extent necessary, Landlord and Tenant shall in good faith jointly negotiate the full contractual terms and conditions necessary to implement the Offer in all material respects. The closing of such acquisition shall occur within 180 days of the Offer, but not later than the closing date set forth in the Offer.

21.4 This is a continuing right of first refusal which shall apply to all Offers received during the Term.

ARTICLE XXII
OWNERSHIP OF SOLAR POWER FACILITIES

22.1 Ownership of Solar Power Facilities. Title to the Solar Power Facilities has been and is reserved to Tenant and the Solar Power Facilities at all times shall remain the sole property of Tenant. Tenant may add or remove all or any portions of the Solar Power Facilities at any time during the Term of this Lease, irrespective of the manner or method of attachment of the same to the Premises. Landlord shall have no ownership or other interest in any Solar Power Facilities installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all credits (including tax credits, carbon credits, renewable energy credits), rebates, incentives, benefits, emissions reductions, entitlements, offsets and allowances of any kind, howsoever entitled, attributable to the Solar Power Facilities or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future.

22.2 Operation of the Solar Power Facilities. The manner of operation of the Solar Power Facilities, including, but not limited to, decisions on when to conduct maintenance, is within the sole and absolute discretion of Tenant.

22.3 Removal of the Solar Power Facilities. Tenant shall have the right, in its sole and absolute discretion, to remove the Solar Power Facilities or any part thereof and any related equipment from the Premises at any time. Except as provided in Section 2.3 hereof, upon expiration of the Lease or earlier termination of this Lease, Tenant shall remove all of the Solar

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Power Facilities (excluding wholly underground wiring and cabling) from the Premises. At the sole cost of Tenant, the soil surface of the Premises shall be returned to substantially the same condition as existed on the date possession of the Premises is delivered to Tenant; provided, however, that all concrete mountings shall be removed to a depth of at least three (3) feet below surface grade, and that any underground cabling or wiring at a depth of three (3) feet or greater may be abandoned in place if they are not a hazard and do not interfere with agricultural use or other consistent resource uses of the land. If Tenant fails to remove such Solar Power Facilities within six (6) months of termination of this Lease, Landlord may do so, in which case Tenant shall reimburse Landlord for reasonable and actual costs of removal incurred by Landlord, less any salvage value received by Landlord, within thirty (30) days after receipt of an invoice from Landlord.

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IN WITNESS WHEREOF Landlord and Tenant have caused their duly authorized representatives to execute and deliver this Lease under seal as of the Effective Date.

LANDLORD:

Marshall County Fiscal Court

By: _____

Name: Kevin Neal

Title: Judge-Executive, Marshall County, KY

Date of execution: _____

TENANT:

BIG RIVERS ELECTRIC CORPORATION, a not-for-profit Kentucky corporation

By: _____

Name: _____

Title: _____

Date of execution: _____

List of Exhibits

- Exhibit "A" Description of the Land
- Exhibit "B" Form of Memorandum of Lease

EXHIBIT "A"

Description of the Land [including legal description of park]

(see attached)

Marshall County-Mike Miller Park – 10 KW Array
596 U.S. Highway 68 West
Benton, KY 42025

P-1-52-01

DEED

BE IT KNOWN that **RICHARD FLENTGE** and **SUSAN FLENTGE**, his wife, having an address of 111 Cape Fair Drive, Gilbertsville, Kentucky 42044, "**GRANTORS**" for and in consideration of One Hundred Sixty Thousand Dollars (\$160,000.00) cash in hand paid being the full actual consideration, the receipt of all of which is hereby acknowledged for Tract II and convey by gift Tract I, having an value of Three Thousand Dollars (\$3,000.00) do hereby sell Tract II and give Tract I and hereby convey all of their right title and interest unto the **MARSHALL COUNTY FISCAL COURT**, in fee simple title, its successors and assigns, "**GRANTEES**", whose address is 1101 Main, Benton, Kentucky 42025, following described land lying in Marshall County, Kentucky, viz,

TRACT I

A 0.882 acre triangular shaped parcel of land which lies on the east side of the Jackson Purchase Parkway, and being more particularly described as follows:

Beginning at the northwest corner of the herein described tract, said point being a 3/4-inch iron pipe set in the east right of way line of the Jackson Purchase Parkway, 151 feet right of its centerline Station No. 2423+06.5, said point also being in the south boundary line of the R. W. Chumbler property (Deed Book 159, page 130); thence North 86 degrees 32 minutes 50 seconds East, along the Chumbler property, a distance of 182.30 feet to an existing iron pin found marking the common corner between this grantor and the northwest corner of the Randolph Chilton property (Deed Book 129, page 451); thence, South 5 degrees 20 minutes 38 seconds East, along the west line of the Chilton property, a distance of 434.52 feet to a 3/4-inch iron pipe set in the east right of way line of the Jackson Purchase Parkway, 148.16 feet right of its centerline Station No. 2418+28.93, thence, along said east right of way line as follows: North 36 degrees 09 minutes West, a distance of 126.70 feet to an angle point; thence, North 12 degrees 43 minutes West, a distance of 150.04 feet to an angle point; thence, continuing, North 33 degrees 33 minutes West, a distance of 207.55 feet back to the point of beginning

This tract contains 0.882 acres per survey by James E. Stevenson, KRLS No 2236, dated August 11, 1992

TRACT II

Being a 78.285 acre parcel of land situated near the community of Draffenville, Marshall County, Kentucky, lying on the north side of U.S. Highway 68, West of the Jackson Purchase Parkway, generally located 4/10 mile Northwest from the junctions of said highways and being more particularly described as follows

Beginning at the southeast corner of the herein described tract, said point being an existing iron pipe and corner fence post found in the north right-of-way line of U.S. Highway 68, said point being located 30 feet from its centerline and 1748.6 feet southeast from its intersection with the centerline of Highway 782; said beginning point also being the southwest corner of the Wendell E. Gordon property (Deed Book 166, page 289); thence, with the Gordon property as follows: North 52° 43' 33" East, with a fence line, a distance of 278.65 feet to a 3/4" iron pipe set at the base of a cross-tie post; thence, North 40° 51' 34"

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2

West, along a fence, a distance of 133.75 feet to a corner fence post; thence, North 3° 23' 33" West, along a fence line, a distance of 1050.98 feet to a 3/4" iron pipe and fence corner; thence, South 89° 44' 56" East, along a fence line, a distance of 1411.99 feet to a 3/4" iron pipe and fence corner; thence, continuing with the Gordon property, North 3° 40' 32" West, along a fence line, a distance of 1515.55 feet to a 3/4" iron pipe set in the west right-of-way line of the Jackson Purchase Parkway, said point being located 151.38 feet left from its Centerline Station No. 2411+48.17; thence, along said right-of-way line as follows: North 29° 36' 50" West, a distance of 651.83 feet to a 3/4" iron pipe; thence, North 13° 24' 28" West, a distance of 200.12 feet to a 3/4" iron pipe; thence, continuing North 28° 00' 14" West, a distance of 444.00 feet to a 3/4" iron pipe and corner fence post, said point being located 120 feet left of the Jackson Purchase Parkway Centerline Station 242+44; thence, leaving said highway, South 87° 07' 35" West, along the south boundary line of the R. W. Chumler property (Deed Book 159, page 130) and continuing along the Sanders M. Watkins property, a total distance of 436.48 feet to a 3/4" iron pipe; thence, South 10° 36' 05" West, along the east boundary line of the Leslie Peck property, a distance of 1421.14 feet to a 32" White Oak tree; thence, continuing South 18° 18' 17" West, along a fence line, a distance of 1201.40 feet to a 3/4" iron pipe set on the north base of a 30" Oak Tree; thence, with a new division line established this date, as follows: South 16° 54' 24" East, 985.65 feet to a point; thence, South 3° 23' 33" West, 322.46 feet to a point; thence, South 52° 43' 33" West, 145.84 feet to a point in the north right-of-way line of U.S. Highway 68; thence, South 48° 42' 04" East, along said right-of-way line, a distance of 100.00 feet back to the point of beginning.

The above described tract contains 78.285 acres per survey of James E. Stevenson, Kentucky Registered Professional Land Surveyor 2236 dated August 11, 1992.

And being a part of the same property (Tracts II and III) conveyed to Richard Flentge et ux from Charlene Woods Butler by deed dated October 4, 1996, of record in Deed Book 290, page 301, Marshall County Court Clerk's Office.

This instrument was prepared by the undersigned without the benefit of a title examination and the property description herein was furnished by the Grantors.

TO HAVE AND TO HOLD the said property unto the said MARSHALL COUNTY FISCAL COURT, in fee simple title, its successors and assigns, forever with "Covenant of General Warranty"

The undersigned Grantors and Grantee under penalties of perjury, pursuant to KRS Chapter 382, do hereby certify that the above stated consideration is the full and actual consideration for the property herein conveyed.

Given under our hands on this the 22nd day of October, 1996.

"GRANTOR"


RICHARD FLENTGE


SUSAN FLENTGE

"GRANTEE"
MARSHALL COUNTY FISCAL COURT

By Mike Miller
MIKE MILLER, Judge/Executive

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Deed and Certificate of Consideration were subscribed, sworn to and acknowledged before me this the 23rd day of October, 1996, by Richard Flentge and Susan Flentge, his wife, Grantors.

Melissa S. Chambers
Notary Public

My Commission expires: 1/24/00

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me this the 23rd day of October, 1996, by Marshall County Fiscal Court, by and through Mike Miller, Judge/Executive, Grantee.

Melissa S. Chambers
Notary Public

My Commission expires 1/24/00

This Instrument Prepared By:

GEORGE E. LONG III LAW OFFICE
908 Poplar, Benton, KY 42025

George E. Long III

STATE OF KENTUCKY
COUNTY OF MARSHALL

I, James R. English, Clerk of the aforesaid County Court, do certify that the foregoing Deed was on the 4th day of Nov, 19 96, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Deed Book 291, page 9.

Given under my hand this the 5th day of Nov, 19 96

James R. English CLERK

By David Story D.C.

Paid 169.00 Deed Tax

A-29 11-4-96

EXHIBIT "B"

Form of Memorandum of Lease and Deed of Easements

[NOTE TO DRAFTER: Confirm that document is in recordable form and is consistent with Lease]

RECORDING REQUESTED BY, AND)
WHEN RECORDED RETURN TO:)
)
)
)
)
)
Attention:)

MEMORANDUM OF LEASE AND DEED OF EASEMENTS

THIS MEMORANDUM OF LEASE AND DEED OF EASEMENTS ("Memorandum of Lease") is made and entered into effect as of the _ day of _____, _____, by and between Marshall County Fiscal Court, having an address of 1101 Main Street, Benton, Kentucky, ("Landlord/Grantor") and BIG RIVERS ELECTRIC CORPORATION, a not-for-profit Kentucky corporation, with its principal offices at 201 Third Street, Henderson, Kentucky 42420 ("Tenant/Grantee").

1. TERM AND PREMISES. For and in consideration of the execution of the Lease, for the initial term of twenty-five (25) Lease Years and upon the provisions set forth in that certain written lease of even date herewith from Landlord/Grantor to Tenant/Grantee ("Lease"), all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Landlord/Grantor leases to Tenant/Grantee and Tenant/Grantee leases from Landlord/Grantor those certain premises (the "Premises") described on Exhibit "A" hereto, together with all rights of ingress and egress and all other rights appurtenant to said Premises, all of which rights are more particularly described in the Lease.

2. In addition to and in connection with the leasehold interest granted to Tenant pursuant to the Lease and for and in consideration of the execution of the Lease, Landlord grants and conveys to Tenant and its successors and assigns the following permanent easements on, about, above, over, under, through and across certain real property owned or controlled by Landlord, which real property is more particularly described on Exhibit "B" hereto (the "Remainder Property"):

(a) The exclusive easement to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical air space

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lying above the surface of that portion of the Remainder Property for the benefit of the Premises to the minimum degree necessary to protect Tenant's ability to use the Premises for Solar Power Facilities (as defined in Article VI of the Lease) and in a manner so as to minimize, to the extent reasonably possible, interference with Landlord's use of the Remainder Property; provided Landlord shall have the continued right to use the Remainder Property for any uses existing as of the Effective Date of the Lease and any new uses which do not interfere with Tenant's use of the Premises;

(b) The non-exclusive easement to use the Remainder Property related to Tenant's construction, installation, operation, use, maintenance, repair or replacement of the Transmission Facilities (as defined in Article VI of the Lease) at such locations and in such a manner as proposed by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord's disapproval shall be deemed reasonable if such construction, installation, operation, use, maintenance, repair or replacement unreasonably interferes with Landlord's use of the Remainder Property.

(c) The non-exclusive easement over the Remainder Property to construct, use and maintain signs, fences, gates (whether locked or unlocked) and other safety and protection facilities around or about the Solar Power Facilities and/or to restrict access to portions of the Remainder Property around or about any of the Transmission Facilities at such locations and in such a manner as proposed by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. Landlord's disapproval shall be deemed reasonable if such construction, installation, operation, use, maintenance, repair or replacement unreasonably interferes with Landlord's use of the Remainder Property.

(d) The non-exclusive easement to enter the Remainder Property and to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation on or that intrudes (or upon maturity could intrude) into the Premises, or could obstruct, interfere with or impair the Solar Power Facilities or the intended uses of the Premises by Tenant under this Lease; provided, however, that (i) Tenant shall provide Landlord with no less than thirty (30) days' advance notice before conducting any such actions, (ii) such actions shall be conducted to the minimum degree necessary to protect Tenant's ability to use the Premises for Solar Power Facilities and in a manner so as to minimize, to the extent reasonably possible, interference with Landlord's use of the Remainder Property (as defined below) and (iii) Tenant shall pay to Landlord the reasonable fair market value of any timber removed from the Remainder Property by Tenant.

3. OPTION TO EXTEND TERM. Reference is particularly made to Article II of the Lease wherein Tenant/Grantee is given the option to extend the term of the Lease on the terms and conditions set forth therein for twenty-five (25) years.

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4. USE. Reference is particularly made to Article VI of the Lease wherein Tenant/Grantee is granted the right to use the Premises for the Solar Power Facilities as described therein and for any lawful purpose.

5. RIGHT OF FIRST REFUSAL. Reference is particularly made to Article XXI of the Lease wherein Landlord/Grantor grants to Tenant/Grantee the exclusive right of first refusal offer to purchase the Premises on the terms and conditions as more fully described therein.

6. PURPOSE OF MEMORANDUM OF LEASE. This Memorandum of Lease is prepared for the purposes of recording a notification as to the existence of the Lease but in no way modifies the express and particular provisions of the Lease.

7. CONSIDERATION STATEMENT. Landlord/Grantor and Tenant/Grantee hereby certify that the consideration reflected herein is the full consideration for the Lease and grant of easements.

8. PROPERTY TAX BILLS.

(a) The in-care-of name and address to which property tax bills for the Premises for this and future years should be sent is:

(b) The in-care-of name and address to which property tax bills for the Remainder Property for this and future years should be sent is:

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute and deliver this Memorandum of Lease as of the day and year first above written.

LANDLORD/GRANTOR:

Marshall County Fiscal Court

By: _____

Name: Kevin Neal
Title: County Judge-Executive

TENANT/GRANTEE:

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Big Rivers Electric Corporation, a
not-for-profit Kentucky corporation

By: _____

Name: Mark J. Eacret
Title: Vice President Energy

Services _____

COMMONWEALTH OF KENTUCKY)
COUNTY OF _____)

SUBSCRIBED, SWORN AND ACKNOWLEDGED TO before me this ____ day of
_____, 2016, by _____ as _____ of
_____, Landlord/Grantor.

Notary Public, _____
My commission expires: _____
Notary ID: _____

COMMONWEALTH OF KENTUCKY)
COUNTY OF _____)

SUBSCRIBED, SWORN AND ACKNOWLEDGED TO before me this ____ day of
_____, 2016, by _____ as _____ of
_____, Tenant/Grantee.

Notary Public, _____
My commission expires: _____
Notary ID: _____

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:

Dennis R. Foust
KBA #81202
Marshall County Attorney Office
80 Judicial Drive
Benton, KY 42025

EXHIBIT "A" TO MEMORANDUM OF LEASE AND DEED OF EASEMENTS

Description of the Premises [including legal description of park with address and source of title]

**Marshall County-Mike Miller Park – 10 KW Array
596 U.S. Highway 68 West
Benton, KY 42025**

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EXHIBIT "B" TO MEMORANDUM OF LEASE AND DEED OF EASEMENTS

**Description of the Remainder Property [including legal description of park with address
and source of title]**

**Marshall County-Mike Miller Park – 10 KW Array
596 U.S. Highway 68 West
Benton, KY 42025**