EXECUTION COPY

AGREEMENT FOR THE PURCHASE AND SALE

OF RENEWABLE ENERGY AND RELATED PRODUCTS

BETWEEN

ASHWOOD SOLAR I, LLC

AND

THE KENTUCKY MUNICIPAL ENERGY AGENCY

August 23, 2018

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AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY AND RELATED PRODUCTS BETWEEN ASHWOOD SOLAR I, LLC AND KENTUCKY MUNICIPAL ENERGY AGENCY

This AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY AND RELATED PRODUCTS (this "Agreement") is made and entered into as of this 23rd day of August, 2018 ("Effective Date"), between **Ashwood Solar I, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Seller") and **Kentucky Municipal Energy Agency**, an inter-local agency organized and existing under the laws of the Commonwealth of Kentucky (hereinafter referred to as "Buyer").

WHEREAS, Seller is developing a solar energy generation project to be located in [redacted], Kentucky, with a total expected nameplate capacity of approximately [redacted] megawatts AC (the "Facility"); and

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, renewable energy and related products sourced from the Facility, as set forth herein;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. When used in this Agreement, including any Exhibits hereto, the following terms, whether used in the singular or plural, shall have the following definitions.

"AAA" has the meaning set forth in Section 15.3(a).

"Acceptable Issuing Bank" means a United States commercial bank or a foreign bank with a United States branch, which United States commercial bank or United States branch has at the applicable time a Credit Rating of (a) A- or better from Standard & Poor's Rating Services and (b) A3 or better from Moody's Investors Service, Inc.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of a majority of the outstanding capital stock or other equity interests having ordinary voting power, or otherwise having the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person.

"Agreement" has the meaning set forth in the preamble.

"Applicable Law" means, with respect to any Person or the Facility, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, directives and requirements of all regulatory and other Governmental Authorities, in each case applicable to or binding upon such Person or the Facility (as the case may be).

"Assignee" has the meaning set forth in Section 13.5.

"Assignment Conditions" has the meaning set forth in Section 13.5.

"Balancing Authority" means the entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area and supports interconnection frequency in real time.

"Balancing Authority Area" means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to, among other things, match at all times the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s) with the load within the electric power system(s).

"Bankruptcy Proceeding" means with respect to a Person, such Person (i) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and solely with respect to any such proceeding or petition that is instituted or presented by a party other than the Party with respect to which such petition or proceeding relates is not dismissed within fifteen (15) days after the filing thereof, (iv) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (vi) causes or is subject to any event with respect to it which, under Applicable Law, has an analogous effect to any of the events specified in clauses (i) through (v), or (vii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"Bulk Electric System" means the electrical generation resources, transmission lines, interconnections with neighboring systems, and associated equipment, generally operated at voltages of 100 kV or higher.

"Business Day" means a day that is not a Saturday, a Sunday or a day on which banking institutions are not required to be open, or are authorized or required to close, in the Commonwealth of Kentucky.

"Buyer" has the meaning set forth in the preamble.

"Buyer Event of Default" has the meaning set forth in Section 11.2.

"Capacity" means the ability of generating equipment to produce Energy, measured in megawatts.

"Capacity Damages" [redacted]

"Change in Law" means a change in or the adoption of any federal, state, local or other law (including any renewable portfolio standard laws), resolution, standard, code, rule, ordinance, directive, tariff, policy, protocol, regulation, order, judgment, decree, ruling, determination, permitting conditions, certification conditions, authorization, approval of a Governmental Authority that is binding on either Party, the Facility or any of the Products sold therefrom.

"Claim Notice" has the meaning set forth in Section 12.4.

"Commercial Operation" means (a) the Facility is capable of commercial operation in the amount of at least 95% of the Design Capacity; (b) Seller has delivered to Buyer a report with the results of start-up and operational and performance testing conducted by Seller to demonstrate the attainment of Commercial Operation of the Facility; (c) Seller has received all local, state and federal Governmental Approvals and other approvals, consents and authorizations as may be required by Applicable Law for the construction, operation and maintenance of the Facility and generation, delivery and sale of Products hereunder; and (d) Seller has executed and delivered to Buyer a certificate substantially in the form of Exhibit F.

"Commercial Operation Date" or "COD" means the first calendar day following the day on which Commercial Operation has been achieved. In the absence of manifest error, the date identified on Seller's certification that the conditions of Commercial Operation have been achieved shall be the Commercial Operation Date.

"Compensable Curtailment" has the meaning set forth in Section 5.3.

"Compensable Curtailment Energy" has the meaning set forth in Section 5.3.

"Contract Capacity" means 62.5% of the Facility Nameplate Capacity.

"Contract Energy" means 62.5% of the Energy that the Facility is capable of generating at a given time.

"Contract Term" has the meaning set forth in Section 2.1.

"Credit Rating" means with respect to an entity providing a Qualifying Letter of Credit or Additional Qualifying Letter of Credit, on the relevant date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt, or deposit obligations (not supported by third party credit enhancement) by a Rating Agency. If no rating is assigned to such entity's unsecured, senior long-term debt or deposit obligations by any Rating Agency, then "Credit Rating" shall mean the general corporate credit rating or long-term issuer rating assigned by a Rating Agency, as the case may be.

"Default Interest Rate" means, for any date, the lesser of (i) the highest rate permitted by law or (ii) the Interest Rate plus an annual rate of 2% converted to a daily rate.

"Delay Period" means the period starting with the Guaranteed COD and ending with (i) the actual COD, if such occurs within nine (9) months after the Guaranteed COD; or (ii) the date that is nine (9) months after the Guaranteed COD, if COD has not occurred and Buyer has elected to receive Capacity Damages in lieu of exercising the right to terminate this Agreement pursuant to Section 3.3(b); or (iii) the date of termination of this Agreement, if COD has not occurred and Buyer has exercised the right to terminate this Agreement pursuant to Section 3.3(b).

"Delivered Energy" means 62.5% of the Energy (other than Test Energy) actually produced by the Facility and delivered by Seller at the Delivery Point in the relevant time period, to which Buyer is entitled and which Buyer is obligated to purchase hereunder, as metered pursuant to Section 5.5 and expressed in MWh. Delivered Energy shall be net of all electrical losses associated with the transmission or transformation (from direct current to AC) of the Energy to the Delivery Point, including, if applicable, any losses between Seller's metering facilities and the Delivery Point.

"Delivery Point" means Seller's 161 kV interconnection with the LGE/KU System, as further identified in the Interconnection Agreement.

"Demand" has the meaning set forth in Section 15.3(a).

"Design Capacity" [redacted]

"Effective Date" has the meaning set forth in the preamble.

"Energy" means real (not reactive) electric energy in the form of three-phase alternating current ("AC") having a nominal frequency of approximately sixty (60) cycles per second, a harmonic content consistent with the requirements of the Institute of Electrical and Electronic Engineers Standard no. 519, and a voltage content consistent with the guidelines applied by the Balancing Authority Area in which the applicable generating resource resides (measured in kilowatt-hours or megawatt-hours, as the case may be).

"Environmental Attributes" means all attributes (environmental or other) that are created or otherwise arise from the Facility's generation of electricity using sunlight as a fuel in contrast to the generation of electricity using nuclear or fossil fuels or non-renewable resources, including, but not limited to, renewable energy credits, solar renewable energy credits, tags, certificates or similar products or rights associated with solar as a "green" or "renewable" electric generation resource. These attributes include all local, state or federal credits, allowances, offsets and similar rights issued, recognized, created or otherwise arising from the photovoltaic Facility, Contract Capacity, or the delivery of Contract Energy to Buyer, which can be used to claim responsibility for any avoidance or reduction of emissions or pollutants, including, but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program. Notwithstanding the foregoing, the term "Environmental Attributes" shall not include Renewable Energy Incentives.

"Environmental Liability" means any and all liability arising under, resulting from or imposed by any Applicable Laws relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances as amended from time to time.

"Expected Generation" means, with respect to a given hour, the total Energy available to be delivered to the Delivery Point from the Facility that was reflected for such hour in Seller's final forecast for such hour provided in accordance with Section 5.4(d) (*i.e.*, the day-ahead forecast or, if that forecast was updated, the last such update), adjusted to reflect any Outage of the Facility occurring subsequent to the provision of such final forecast.

"Facility" has the meaning set forth in the recitals.

"Facility Nameplate Capacity" [redacted]

"Failure to Extend Condition" has the meaning set forth in Section 9.2(c).

"Fitch" means Fitch Ratings, Inc., or its successor.

"Force Majeure" has the meaning set forth in Section 14.1.

"Governmental Approvals" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, notices, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting, construction and operating permits and licenses, and any of the foregoing under any Applicable Law that are required to construct, interconnect, operate, maintain and repair the Facility and deliver Delivered Energy to the Delivery Point.

"Governmental Authority" means any federal, state, local or municipal government body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; any court or governmental tribunal; or any independent operator, regional transmission organization or other regulatory body; in each case having jurisdiction over either Party, the Facility, the generation, delivery and sale of Products.

"Guaranteed COD" [redacted]

"Guaranteed Energy Price" [redacted]

"Indemnitee" has the meaning set forth in Section 12.3.

"Indemnitor" has the meaning set forth in Section 12.3(a).

"Interconnection Agreement" means the agreement between Seller and LGE/KU for interconnection of the Facility pursuant to the LGE/KU Tariff.

"Interest Rate" means, for any date, the prime rate reported in *The Wall Street Journal's* "Money Rates" column (or any similar column published in *The Wall Street Journal* in replacement thereof) for the immediately preceding Business Day, converted to a daily rate. In the event *The Wall Street Journal* ceases to report the prime rate, the prime rate for purposes of this Agreement shall be the prevailing prime rate (or base rate) charged by major banks in the United States of America.

"Investment Grade Rating" means any rating of a Party's (or Seller guarantor's) general credit, or of its long-term bonds, of at least BBB- from Fitch, BBB- from S&P, or Baa3 from Moody's.

"kW" means kilowatt (AC) (a unit of Capacity).

"kWh" means kilowatt-hour (AC) (a unit of Energy).

"Lenders" means any and all Persons who have agreed or will potentially agree to lend money or extend credit (including any financing lease) to Seller (i) for the construction, term or permanent financing of the Facility; (ii) for working capital or other ordinary business requirements of the Facility (including the maintenance, repair, replacement or improvement of the Facility); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Facility or (iv) for the purchase of the Facility from Seller. For the avoidance of doubt, Lenders shall include potential or actual tax equity investors.

"Letter of Credit Default" means the occurrence of any of the following events with respect to any Qualifying Letter of Credit:

(a) The issuer of the Qualifying Letter of Credit fails to maintain a Credit Rating of at least "A-" by S&P and "A3" by Moody's and total assets of at least $10,000,000,000 (Ten Billion Dollars);

(b) The issuer of the Qualifying Letter of Credit fails to comply with or perform its obligations under the Qualifying Letter of Credit;

(c) The issuer of the Qualifying Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Qualifying Letter of Credit;

(d) The issuer of the Qualifying Letter of Credit fails to honor the beneficiary Party's properly documented request to draw on such Qualifying Letter of Credit;

(e) Such Qualifying Letter of Credit fails or ceases to be in full force and effect at any time; or

(f) The issuer of the Qualifying Letter of Credit becomes subject to a Bankruptcy Proceeding.

Provided, however, no Letter of Credit Default shall occur or be continuing in any event with respect to a Qualifying Letter of Credit after the time such Qualifying Letter of Credit is canceled or returned.

"LGE/KU" means Louisville Gas and Electric Company and Kentucky Utilities Company.

"LGE/KU System" means the transmission system owned and/or operated by LGE/KU.

"LGE/KU Tariff" means the LGE and KU Joint Pro Forma Open Access Transmission Tariff, as it may be amended from time to time and posted on the LGE/KU Open Access Same-time Information System.

"Losses" has the meaning set forth in Section 12.1.

"Modification" has the meaning set forth in Section 15.4.

"Monthly Energy Charge" means Buyer's monthly payment obligation for Delivered Energy in accordance with Section 7.1.

"Moody's" means Moody's Investor Services, Inc., or its successor.

"MW" means megawatt (AC) (one (1) MW equals 1,000 kW).

"MWh" means megawatt-hour (AC) (one (1) MWh equals 1,000 kWh).

"NERC" means the North American Electric Reliability Corporation or such successor organization.

"Network Resource" has the meaning set forth in the LGE/KU Tariff.

"NITS" means Network Integration Transmission Service as defined in the LGE/KU Tariff.

"Non-Compensable Curtailment" has the meaning set forth in Section 5.3.

"Operating Committee" has the meaning set forth in Section 5.9.

"Other Buyer" means the City Utility Commission of the City of Owensboro, Kentucky, d/b/a Owensboro Municipal Utilities, in its capacity as the buyer of capacity and energy from the Facility under the terms of a contract essentially identical to this Agreement.

"Outage" means a physical state in which all or a portion of the Facility, including related interconnection or transmission facilities under the control of Seller, is unavailable to provide Energy, or in which any other system, facility or equipment is unable to perform its intended function.

"Party" or "Parties" means one of Seller or Buyer, or both Seller and Buyer, or their permitted assigns and transferees, as the context requires.

"Permit" means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Facility.

"Person" means any natural person, corporation, partnership, limited liability company, firm, association, trust, governmental authority or any other entity, whether acting in an individual, fiduciary or other capacity.

"Planned Outage" means the scheduled removal of all or any portion of the Facility, including related interconnection or transmission facilities under the control of Seller, from service to perform maintenance or improvement including, but not limited to, periodic cleaning, repair or replacement of photovoltaic panels or other components, inspections and testing where such removal reduces or eliminates the ability of the Facility to generate and deliver Energy to the Delivery Point or the ability to transmit Contract Energy to Buyer.

"Products" means the Contract Capacity and all related attributes, including without limitation all Contract Energy, any and all ancillary services available from the Contract Capacity, and Environmental Attributes associated with the Contract Capacity and/or Contract Energy.

"Proposal" has the meaning set forth in Section 15.4.

"Prudent Utility Practices" shall mean the practices, methods and acts including but not limited to the generally accepted practices, methods and acts engaged in or approved by the operators of similar electric generating facilities which at the time such practice, method or act is employed, and in the exercise of reasonable judgment in light of the facts known at such time, would be expected to accomplish the desired result in a workmanlike manner, consistent with (a) Applicable Laws and governmental requirements, (b) commercially reasonable reliability, safety and environmental protection, and (c) reasonably consistent with manufacturer's technical advisory recommendations. Prudent Utility Practices shall not require the use of the optimum practice, method or act, but only requires the use of acceptable practices, methods or acts generally accepted in the independent power industry in the United States.

"Qualified Guarantor" means an Affiliate of Seller that holds an Investment Grade Rating and either directly or indirectly, through a subsidiary, owns, operates or owns and operates at least two thousand five hundred (2,500) MW of electric generation.

"Qualifying Letter of Credit" means an irrevocable standby letter of credit with an initial term of at least one year for the benefit of a Party, issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having (a) a Credit Rating of at least "A-" from S&P or Fitch or "A3" from Moody's, and (b) total assets (determined in accordance with generally accepted accounting principles in the United States of America as in effect from time to time) of at least $10,000,000,000 (ten billion dollars), and which letter of credit (i) is substantially in the form of Exhibit C or another form of letter of credit reasonably satisfactory to the beneficiary Party, (ii) permits automatic renewal of the relevant Qualifying Letter of Credit (which may be subject to an outside stated expiration date), and (iii) may be utilized by the beneficiary Party to

satisfy all present and future payment obligations of the other Party under this Agreement when due.

"Rating Agency" means S&P, Moody's, Fitch or any other rating agency agreed to by the Parties in writing.

"Reliability Coordinator" means the entity that is the highest level of authority, which is responsible for the reliable operation of the Bulk Electric System, has the wide area view of the Bulk Electric System, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next-day analysis and real-time operations. The current Reliability Coordinator applicable to Seller is Tennessee Valley Authority.

"Renewable Energy Incentives" means all federal, state, or local: (i) tax credits or other tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended): (ii) refunds, grants, cash payments, or equipment discounts that are a direct result of the Facility being a renewable energy generating resource. Renewable Energy Incentives do not include Environmental Attributes.

"Replacement Energy Costs" has the meaning set forth in Section 6.1(b).

"Replacement Price" means the price at which Buyer, acting in a commercially reasonable manner, purchases a replacement for any Contract Energy not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such replacement product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to deliver such replacement product to an interconnection point with the transmission system of LGE/KU, or its successor in interest, or, absent a purchase, the energy imbalance service charges assessed by the applicable Transmission Provider under its tariff for under-supply resulting from the failure to deliver Contract Energy; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, but will include any penalties incurred under any open access transmission tariff(s) utilized by Buyer.

"Required Coverage" has the meaning set forth in Section 5.7(a).

"Resource Adequacy Program" means any resource adequacy requirement or other form of capacity demonstration obligation applicable in the Balancing Authority Area(s) where Buyer's load is located, pursuant to tariffs, regulatory requirements, or other binding criteria applicable to Buyer.

"ROFR" [redacted]

"RTO" means any entity (including, but not limited to, an independent system operator) that becomes responsible as system operator for, or directs the operation of, Transmission Provider's system.

"Sales Price" means the amount received by Seller, acting in a commercially reasonable manner, from selling any Delivered Energy not received by Buyer, deducting from the proceeds

received from such sale any (i) costs reasonably incurred by Seller in selling such Delivered Energy and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Delivered Energy to the third-party purchasers; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, but will include any penalties incurred under any open access transmission tariff utilized by Seller.

"Seller" has the meaning set forth in the preamble.

"Seller Event of Default" has the meaning set forth in Section 11.1.

"Seller Guaranty" has the meaning set forth in Section 9.2(b)(i).

"Seller Security" has the meaning set forth in Section 9.2(b)(i).

"Service Commencement Date" [redacted]

"Service Month" has the meaning set forth in Section 7.1.

"S&P" means S&P Global Ratings, a business division of Standard & Poor's Financial Services, LLC, or its successor.

"Test Energy" means the Contract Capacity percentage of the Energy produced by the Facility prior to the Commercial Operation Date.

"Third Party Claims" has the meaning set forth in Section 12.3(a).

"Transmission Provider" means the Person or Persons transmitting Delivered Energy on behalf of Buyer from the Delivery Point.

"Triggering Event" has the meaning set forth in Section 3.2(b).

ARTICLE II

TERM

Section 2.1. Contract Term. The term of this Agreement shall commence on the Effective Date, and unless earlier terminated in accordance with the terms of this Agreement shall continue in effect until the end of the twentieth (20th) year after the Service Commencement Date (the "Contract Term").

Section 2.2. Delivery Term. Subject to Section 2.3 and Section 3.1, the purchase and sale transactions provided for by this Agreement shall begin upon the Service Commencement Date and shall continue in effect through the end of the Contract Term, unless the Agreement is terminated early in accordance with the terms of this Agreement.

Section 2.3. Early Purchase Period. Notwithstanding Section 2.2, upon receipt of notice from Seller that the Facility will be ready to produce Energy prior to the Service Commencement Date, Buyer shall have a one-time option to commence its purchases of the Contract Capacity and

related Products for the period prior to the Service Commencement Date. Seller's notice shall identify the date by which Seller expects that Energy will be available from the Facility, which date shall be no earlier than thirty (30) days following the date of the Notice. Buyer shall exercise its option by responding in writing to Seller's notice within thirty (30) days of receipt of such notice. If Buyer elects this option, then (i) Buyer shall pay 80% of the Guaranteed Energy Price for Test Energy delivered to the Delivery Point prior to the Commercial Operation Date, (ii) Buyer shall pay 100% of the Guaranteed Energy Price for Delivered Energy provided after the Commercial Operation Date but prior to the Service Commencement Date, and (iii) Buyer shall be entitled to any accredited Capacity and Environmental Attributes associated with the Contract Capacity on and after the Commercial Operation Date. Regardless of whether Buyer exercises this option, Buyer shall reasonably cooperate with Seller to enable Seller to deliver Buyer's Contract Energy percentage of the Energy produced prior to the Service Commencement Date to the Delivery Point, including the scheduling of, or arranging for scheduling services with Transmission Providers to accept such Energy delivered prior to the Service Commencement Date, subject to Seller's reimbursement of Buyer's incremental costs (if any) attributable to such scheduling activities. If Buyer does not exercise its option provided by this Section 2.3, Seller may sell Energy available from the Facility, and all rights and title to any Environmental Attributes associated with such Energy, to third parties in a manner that will not adversely affect Buyer's rights to the Contract Capacity, Contract Energy and Environmental Attributes for the period beginning with the Service Commencement Date. Any election by Buyer to exercise its rights under this Section 2.3 shall not change the Service Commencement Date for purposes of calculating the end of the Contract Term pursuant to Section 2.1.

ARTICLE III

CONTINGENCY; RIGHT OF FIRST REFUSAL; EFFECTS OF CONSTRUCTION DELAY

Section 3.1. Transmission Contingency.

(a) The obligations of the Parties pertaining to delivery, sale, purchase, and payment for the Products under this Agreement are conditioned on Buyer obtaining firm transmission service to support delivery of Delivered Energy purchased hereunder from the Delivery Point to Buyer's loads. No later than ten (10) Business Days after the Effective Date, Buyer shall submit to LGE/KU an application to include this Agreement as a new Network Resource under Buyer's agreement for NITS on the LGE/KU transmission system.

(b) Buyer is obligated to utilize commercially reasonable efforts to secure NITS required to support delivery of Delivered Energy from the Delivery Point to Buyer's loads located within the LGE/KU System. If Buyer has not been able to make arrangements reasonably satisfactory to Buyer to ensure firm delivery service from the Delivery Point to Buyer's loads located within the LGE/KU System, then no later than thirty (30) days after Buyer's receipt from LGE/KU of the final study results regarding Buyer's NITS application submitted pursuant to Section 3.1(a), the Parties shall enter into negotiations, the purpose of which is to address necessary changes in this Agreement in light of the results of Buyer's NITS application. The negotiations shall take into account the Parties' intent in entering into this Agreement and the balance of the economics and equities contemplated by this Agreement in all material respects. If the Parties are unable to reach agreement on an amendment to this Agreement, then either Party

may terminate this Agreement by providing notice to the other Party. In no event shall a termination notice be issued pursuant to this Section 3.1(b) later than two hundred seventy (270) days after the Effective Date. Any termination pursuant to this Section 3.1(b) shall be without penalty or further liability on the part of Seller or Buyer.

(c) Alternatively, (i) if Buyer has been notified in writing by the Transmission Provider that firm transmission service would be made available at a date later than the Guaranteed COD in an amount sufficient to allow the Contract Capacity to be delivered to Buyer (without requiring Buyer to pay for upgrade costs), Buyer may elect to postpone the commencement of the Parties' purchase and sale obligations hereunder for up to one hundred eighty (180) days from the COD, or to the date as of which firm transmission sufficient to deliver the Contract Capacity can be provided, whichever is earlier; or (ii) if Buyer has been notified in writing by the Transmission Provider that firm transmission service would be available for a quantity less than the full Contract Capacity (without requiring Buyer to pay for upgrade costs), Buyer may elect to reduce the Contract Capacity to a proportion of the Design Capacity that equates to the quantity of available transmission service. If Buyer elects to reduce the Contract Capacity pursuant to this Section 3.1(c), Buyer may specify in its notice to Seller that such reduction is being made on a temporary basis, only for the period of construction of necessary transmission upgrades, not to exceed one hundred and eighty (180) days; in such event, Buyer shall keep Seller informed of progress regarding the construction of the upgrades as Buyer receives such information from the Transmission Provider, and the Contract Capacity reduction hereunder shall cease as of the first day of the month following the completion of the upgrades (or such other date to which the Parties may agree). Unless Buyer's notice specifies that the Contract Capacity reduction will be only for the period until the upgrades are completed, the effect of Buyer's notice shall be a permanent reduction in the Contract Capacity, and pursuant to Section 3.1(b) the Buyer and Seller Parties shall enter into negotiations, the purpose of which is to address necessary changes in this Agreement in light of the results of Buyer's NITS application.

(d) If Buyer decides to pursue any network upgrades for the purpose of securing NITS, the cost of such upgrades shall be borne by Buyer.

(e) Pursuant to Section 3(b) of Buyer's network operating agreement with LGE/KU, in connection with Buyer's designation of this Agreement as a network resource Buyer shall identify the Guaranteed Energy Price as the cost of such network resource for purposes of any least-cost redispatch.

Section 3.2. Right of First Refusal.

[redacted]

[redacted]

[redacted]

[redacted]

Section 3.3. Delay of COD.

[redacted]

ARTICLE IV

PURCHASE AND SALE

Section 4.1. Products. Subject to and in accordance with the terms and conditions of this Agreement, Seller shall sell and deliver the Products to Buyer at the Delivery Point, and Buyer shall accept and pay for the Products provided at the Delivery Point. The Contract Energy will be provided on a unit-contingent basis. Seller shall not contract to sell any portion of the Contract Capacity reserved by Buyer hereunder (or any of the related Products) to any Person other than Buyer at any time during the Contract Term, except for sales of Contract Energy for any period prior to the Service Commencement Date (subject to Buyer's right pursuant to Section 2.3) or to mitigate Seller's damages during periods in which Seller's obligation to deliver is excused pursuant to Section 4.2. Contract Energy will be delivered at such voltage as is specified for the Facility in the Interconnection Agreement. Title to and risk of loss for the Contract Capacity and Delivered Energy shall transfer to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Contract Capacity and Delivered Energy at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person.

Section 4.2. Source of Contract Energy; Reliability of Supply. Contract Energy provided hereunder will be sourced from the Facility as a whole and not any particular panels, inverter, or set of inverters. Deliveries of Contract Energy to Buyer shall be made from its Contract Capacity percentage of the dispatched output of the Facility as a whole. Seller's obligation to deliver Contract Energy shall be excused only during periods of and to the extent of Compensable Curtailments, Non-Compensable Curtailments, Buyer Event of Default, Force Majeure, Planned Outages or forced Outages of the Facility.

Section 4.3. Designated Capacity; Designated Network Resources.

(a) If Buyer is subject to a Resource Adequacy Program, Buyer shall be permitted to designate Capacity from the Facility, up to an amount equal to the Contract Capacity percentage of any Capacity value of the Facility recognizable under the Resource Adequacy Program, for any period on or after the Commercial Operation Date and for the duration of the Contract Term. Seller agrees to cooperate with Buyer in taking such reasonable actions as are necessary to obtain accreditation of the Capacity of the Facility to the maximum extent practicable consistent with the then-existing configuration, Facility Nameplate Capacity, and operating parameters of the Facility.

(b) Seller shall provide such supporting information regarding the characteristics of the Facility that Buyer needs in connection with its designation of such Capacity pursuant to the terms of the Resource Adequacy Program, at least sixty (60) days prior to the deadline for Buyer's submission of such information in accordance with the Resource Adequacy Program.

(c) If, at any time, additional information regarding the Facility is required by the Transmission Provider in order for this Agreement to qualify as a designated Network Resource or is otherwise required in connection with the obligations of Buyer under an applicable transmission tariff, Seller shall reasonably cooperate with and assist Buyer in providing the required information.

Section 4.4. Title and Risk of Loss. Title to and risk of loss related to Delivered Energy shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Products free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to delivery at the Delivery Point.

Section 4.5. Environmental Attribute Accreditation; Compliance Costs. Buyer and Seller agree to cooperate in taking such reasonable actions as are necessary to obtain accreditation of Environmental Attributes associated with the Contract Capacity and/or Contract Energy to the maximum extent practicable. In the event that a Change in Law after the Effective Date materially increases Seller's costs of complying with its obligations under this Section 4.5, Seller will use commercially reasonable efforts to address the Change in Law in order to continue to satisfy Seller's obligations under this Section 4.5. In the event of any such Change in Law, Seller shall provide notice to Buyer and the Parties shall promptly meet to discuss its impacts and the appropriate allocation of responsibility therefor; *provided* that Seller shall be required to take all reasonable actions (i) that do not involve the expenditure of money materially in excess of its expenditures related to such compliance prior to the Change in Law or, (ii) for which Buyer has agreed to cover the increased costs of compliance (in cases of a material increase in expenditures). Seller shall remain obligated to satisfy Seller's compliance obligations that existed prior to the Change in Law, to the extent they remain applicable, at its sole cost.

Section 4.6. Obligations After Contract Term. Upon termination of this Agreement, Buyer shall have no entitlement to the Contract Capacity and other Products from the Facility, and Seller shall be free to sell the Facility and/or Capacity and Energy from the Facility to any other Person(s), unless the Parties mutually agree to a new contract.

Section 4.7. Investment Tax Credits. Notwithstanding any other provision of this Agreement, Seller shall have the sole and exclusive right to any and all Renewable Energy Incentives.

ARTICLE V

FACILITY CONSTRUCTION, MAINTENANCE, OPERATIONS, AND METERING

Section 5.1. Permitting and Construction.

(a) At its sole expense, Seller shall design and construct the Facility in accordance with Prudent Utility Practices, with the aim of achieving a Facility Nameplate Capacity that is, as of the COD, approximately equal to the Design Capacity. The voltage of the power delivered by the Facility to the Delivery Point will be as specified in the Interconnection Agreement.

(b) Seller shall seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, at Seller's sole expense, all Permits required for the construction and operation of the Facility and the sale of Capacity and Energy from the Facility at the Delivery Point. Seller shall use commercially reasonable efforts to file for and obtain all Permits with the objective of achieving COD on or before the Guaranteed COD.

(c) Seller shall enter into an Interconnection Agreement as required pursuant to the LGE/KU Tariff, and at all times thereafter during the Contract Term shall comply with all obligations of the "Interconnection Customer" thereunder.

(d) Seller shall provide Buyer with routine, periodic updates regarding the status of permitting and construction activities during the permitting and construction phase of the Facility. The frequency of such updates will vary in accordance with the level of activity associated with the Facility; provided, however, the Parties anticipate that typically such updates will be provided on a quarterly basis prior to issuance of a full notice to proceed with respect to construction of the Facility and on a monthly basis thereafter during the construction of the Facility. Such updates may be provided through meetings of the Operating Committee. In addition to the foregoing, in the event Buyer reasonably requests an update on a specific issue associated with such permitting and construction activities, Seller shall provide such information (or cause such information to be provided) to Buyer within a reasonable time frame after receiving such a request. Seller's failure to deliver such an update shall not constitute a Seller Event of Default unless Buyer has provided notice to Seller of such failure and provided Seller no less than ten (10) days to cure such failure.

(e) In the event Seller becomes aware of any event or circumstance that causes Seller to believe it is reasonably likely that the COD will be delayed beyond the Guaranteed COD, Seller shall promptly notify Buyer and provide Buyer with information regarding such event or circumstance, including (i) its potential effect on Seller's ability to achieve the COD on or before the Guaranteed COD and (ii) the efforts Seller is undertaking to mitigate the impact of the delay.

(f) When Seller believes that the requirements for Commercial Operation have been satisfied and fulfilled, Seller shall present to Buyer a certification of Commercial Operation, the form of which is attached as Exhibit F, verifying that each of the conditions set forth therein has been satisfied.

Section 5.2. Operations and Maintenance.

(a) At its sole expense, Seller shall operate, maintain, repair and provide security for the Facility in accordance with this Agreement and Prudent Utility Practices.

(b) Seller shall use reasonable endeavors to schedule Planned Outages in conjunction with Buyer and make commercially reasonable efforts to schedule Planned Outages for off-peak hours and the non-peak season; provided, however, Seller's reasonable endeavors and commercially reasonable efforts shall not include Seller altering its planned or scheduled maintenance if making such alterations would cause Seller to (i) violate any operating guidelines of the generator manufacturer for solar panels or inverters included in the Facility; or (ii) take an action inconsistent with Prudent Utility Practices with respect to the care of any of the equipment in the Facility. All Planned Outages shall have an estimated duration and be communicated by Seller to Buyer in a monthly or weekly notification. Seller shall also provide to Buyer, as soon as practicable, information relating to full or partial unplanned Outages of the Facility, including Seller's estimate of the duration of any such Outages.

(c) Seller shall allow Buyer reasonable access to the Facility and the Facility site, subject to reasonable advance notice and Buyer's compliance with Seller's safety and security measures.

Section 5.3. Curtailment

(a) Buyer, Transmission Provider, Balancing Authority or Reliability Coordinator may require Seller to curtail the delivery of Buyer's Contract Energy from the Facility, for any reason and in their sole discretion. Any curtailment directive initiated or relayed by Buyer to Seller shall be made by telephonic communication or such other means as agreed to by Buyer and Seller from time to time. Seller shall promptly comply with each such notification.

(b) For purposes hereof:

(i) "Compensable Curtailment" means a non-delivery of Contract Energy resulting from a directive of Buyer under Section 5.3(a); *provided, however* that a curtailment that is initiated by the Transmission Provider, Balancing Authority or Reliability Coordinator, communicated by such entity directly to Buyer, and relayed by Buyer to Seller shall not be a Compensable Curtailment.

(ii) "Non-Compensable Curtailment" means any curtailment of the output of the Facility other than a Compensable Curtailment.

(c) For any period after the COD in which a Compensable Curtailment occurs, the compensable curtailment energy shall be equal to the MWh of Energy that Buyer curtailed, *i.e.*, the amount of Buyer's Contract Capacity percentage of the Expected Generation that Buyer elected not to schedule and receive (such amount, the "Compensable Curtailment Energy"). No payment shall be due to Seller from Buyer for any portion of Contract Energy curtailed as a consequence of any Non-Compensable Curtailment or for Compensable Curtailment Energy prior to the Commercial Operation Date.

(d) For all Compensable Curtailments following the Commercial Operation Date, Buyer shall pay to Seller the product of the Guaranteed Energy Price and the quantity of Compensable Curtailment Energy determined pursuant to Section 5.3(c).

(e) In the event that Seller reasonably believes that Non-Compensable Curtailment directives issued by the Transmission Provider, Balancing Authority or Reliability Coordinator are not consistent with the applicable entity's authority pursuant to any tariff or Applicable Law, Seller may request Buyer's assistance in pursuing claims against the applicable entity in an appropriate forum. Upon such request, Buyer shall provide commercially reasonable efforts to provide such assistance to Seller, subject to Seller's reimbursement of all of Buyer's out-of-pocket costs incurred in providing such assistance.

Section 5.4. Day-Ahead Output Forecasts.

(a) Seller shall provide Buyer with forecasts of the delivery of Energy under this Agreement as described below. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time to time, as necessary to accommodate changes to operating and scheduling procedures of Buyer.

(b) No later than fifteen (15) days prior to the Guaranteed COD and (ii) December 15th of each calendar year for every subsequent year of the Contract Term, Seller shall provide to Buyer a non-binding forecast of the hourly delivery of Energy at the Delivery Point under this Agreement for an average day in each month of the following calendar year in a form agreed by the Parties.

(c) Seller shall comply with all NERC reliability standards applicable to Seller's registration as a NERC certified Generator Operator/Generator Owner (GOP/GO), including IRO-10 and TOP-003.

(d) No later than 5:00 a.m. Eastern Standard Time of each day, starting as of the earlier of the Service Commencement Date or the date on which service will begin hereunder pursuant to Section 2.3 and continuing throughout the remainder of the Contract Term, Seller shall provide Buyer a non-binding forecast of hourly Energy deliveries at the Delivery Point under this Agreement for the remainder of such day and the following seven (7) days in a form reasonably acceptable to Buyer. Each such notice shall clearly identify, for each hour, Seller's forecast of all deliveries of Energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries of Energy under this Agreement for any hour will be materially different than a forecast previously provided for such day, Seller shall, as soon as reasonably possible, provide notice to Buyer of such change and an updated forecast. Each forecast shall include the updated status of all Facility equipment that may impact availability and production of Products, and other information reasonably requested by Buyer.

Section 5.5. Metering.

(a) Seller shall, at its own expense, provide, install, own, operate, and maintain revenue-quality meters that measure the net output of the Facility at the Delivery Point, and associated telecommunications equipment, capable of reliably and accurately determining the quantities of Delivered Energy under this Agreement and providing real-time output data to Buyer. Except as provided in Section 5.5(b) and Section 5.5(c), Seller's meters shall be used for quantity measurements and billing under this Agreement. Buyer, at its sole expense, may install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities of Delivered Energy under this Agreement; provided, however, that such equipment shall be operated and maintained in a manner that does not interfere with the installation, maintenance, and operation of Seller's meters. Buyer and Seller shall each provide to the other, consistent with Section 5.5(c), reasonable access to test the other Party's metering equipment.

(b) Readings of Seller's meters made by Seller shall be conclusive as to the amount of Delivered Energy provided to Buyer hereunder; provided, however, that if any of Seller's meters is out of service or is determined, pursuant to Section 5.5(c) hereof, to be registering inaccurately, measurement of Delivered Energy hereunder shall be determined by, in the following order: (i) Buyer's check meter at the Delivery Point, if installed, annually tested and registering accurately; or (ii) in the absence of an installed, annually tested and accurately registering check meter belonging to Buyer, making a mathematical calculation if, upon a calibration test of Seller's meter, a percentage error is ascertainable; or (iii) in the absence of an installed, annually tested and properly registering check meter belonging to the Buyer, and an ascertainable percentage of error in Seller's meter, estimating by reference to quantities measured

during periods of similar conditions when Seller's meter was registering accurately. If no reliable information exists as to the period over which Seller's meter was registering inaccurately, it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the testing date and the last previous date on which such meter was tested and found to be accurate; provided, however, that the deemed period of the inaccuracy shall not exceed one hundred eighty (180) days.

(c) The accuracy of Seller's meters shall be tested and verified by Seller annually. Buyer and Seller shall each have the right, at its own expense, to test and verify the other's meters upon reasonable notice, provided such testing shall not exceed one test of the meter(s) for the Facility during a calendar year, or more frequently if there is just cause. If Buyer has installed check meters in accordance with Section 5.5(a) hereof, Buyer shall test and verify such meters annually. Each Party shall bear the cost of the annual testing of its own meters. Each meter shall be accurate within a one-percent (1%) variance. If either Party disputes a meter's accuracy or condition, it shall so advise the meter's owner in writing. The meter's owner shall, within fifteen (15) days after receiving such notice, advise the other Party in writing as to its position concerning the meter's accuracy and reasons for taking such position. If the Parties are unable to resolve their disagreement through reasonable negotiations, either Party may submit such dispute to an unaffiliated third-party engineering company mutually acceptable to the Parties to test the meter. Should the meter be found to be registering within the permitted one-percent (1%) variance, the Party contesting the meter's accuracy shall bear the cost of inspection; otherwise, the cost shall be borne by the meter's owner. Any repair or replacement of such a meter found to be operating beyond the permitted variance shall be made at the expense of the owner of that meter as soon as practicable, based on the third-party engineer's report. If, upon testing, any meter is found to be in error by an amount exceeding the permitted one-percent (1%) variance, such meter shall be promptly adjusted to record properly, any previous recordings by such meter shall be adjusted in accordance with Section 5.5(b), and any prior payments made for Delivered Energy and/or invoices for payments not yet made shall be adjusted to reflect the corrected measurements determined pursuant to Section 5.5(b). If the difference of the payments actually made by Buyer minus the payment based upon the corrected measurements is a positive number, Seller shall pay the difference to Buyer; if the difference is a negative number, Buyer shall pay the difference to Seller. In either case, the Party paying such difference shall also pay interest at the Interest Rate and such payment (including such interest) shall be made within ten (10) days of receipt of a corrected billing statement.

(d) Seller may comply with its obligations under this Section 5.5 and Section 5.6 through arrangements under the Interconnection Agreement or otherwise pursuant to which the Transmission Provider will own, maintain and test meters located at the Delivery Point in a manner consistent with this Agreement. In such event, as between Buyer and Seller, Seller shall have the exclusive responsibility for all costs related to the Transmission Provider's metering equipment and testing (except where this Agreement expressly would assign testing costs to Buyer if Seller owned the meters).

Section 5.6. Metering Records. In addition to providing real-time generation data pursuant to Section 5.5(a), Seller shall provide Buyer on a monthly basis reports indicating the Facility's hourly and daily production of Energy. Buyer shall have the right to be present whenever Seller (or the Transmission Provider) tests and/or calibrates the equipment used in measuring or checking the measurement of the Delivered Energy. Seller shall endeavor to give five (5) days,

but in no event less than forty-eight (48) hours, notice to Buyer in advance of taking any such actions. Seller will also use best efforts to provide Buyer advance notice when Seller (or the Transmission Provider) reads, cleans, adjusts, changes or repairs the equipment to allow Buyer to be present. The records from the measuring equipment shall remain the property of the owner of the equipment, but, upon request, each Party will provide access to the other, upon reasonable notice and during normal business hours, to review the Party's metering and billing and maintenance records, including supporting documentation, necessary to verify the accuracy of bills. Each Party shall be permitted to audit such records of the other Party no more frequently than once each calendar year.

Section 5.7. Insurance.

(a) At its sole expense, Seller shall at all times during the Contract Term maintain in full force and effect the types and amounts of insurance coverage described in Exhibit A (the "Required Coverage"). From and after the date on which Seller or its Affiliate issues a full notice to proceed for construction of the Facility, Buyer shall be included as an additional insured as its interests may appear on all policies providing the Required Coverage (to the extent permitted under the terms of each policy and except as otherwise provided in Exhibit A).

(b) Within thirty (30) days after the Effective Date, and on an annual basis thereafter, Seller shall provide Buyer with certificates of insurance evidencing the Required Coverage. Such certificates shall provide for a minimum of thirty (30) days' advance notice to Buyer of cancellation or material change in coverage. Failure by Seller to obtain the Required Coverage or certificates of insurance required pursuant to this Agreement shall not relieve Seller of the insurance requirements set forth herein or in any way relieve or limit Seller's obligations and liabilities under any other provisions of this Agreement.

(c) Seller shall arrange to have its insurance carriers send Buyer written notice of any cancellation or termination of the Required Coverage at the same time any such notice is sent to Seller.

(d) Seller's insurance shall in all cases be primary and non-contributory. Any insurance proceeds received with respect to the destruction of all or any part of the Facility shall be applied to the reconstruction of the Facility or the affected portion unless Seller can demonstrate to Buyer that it is not commercially reasonable to do so.

Section 5.8. General Obligations of Seller.

(a) Seller, during the Contract Term, shall pay all present or future federal, state, municipal, or other lawful taxes or fees applicable to Seller, or the Facility, or by reason of the sale of Energy or Capacity to the Buyer, up to the Delivery Point.

(b) Seller shall obtain in its own name and at its own expense any and all pollution or environmental credits or offsets necessary to operate the Facility in compliance with Applicable Laws.

(c) Seller shall arrange for and be solely responsible for all costs associated with station auxiliary power and Energy not provided by the Facility itself.

(d) Seller shall continue to (i) preserve, renew and keep in full force and effect its organizational existence and good standing, and take all reasonable action to maintain all Permits, rights, privileges, licenses, and franchises necessary or desirable in the ordinary course of its business; (ii) comply with all requirements of Applicable Law, and (iii) comply with all material agreements, instruments and undertakings related to the Facility except to the extent that any failure to so comply has not had, or is not reasonably likely to have, a material adverse effect on Seller's performance of its material obligations under this Agreement.

(e) Seller shall make available for Buyer's review such other information regarding the permitting, engineering, construction, condition and operations of the Facility, as Buyer may, from time to time, reasonably request.

(f) As between Seller and Buyer, Seller shall be exclusively responsible for all Environmental Liability at the Facility site, and shall indemnify Buyer from and against all such liability; provided that Buyer shall be liable for, and shall indemnify Seller from and against, any Environmental Liability resulting from a release of hazardous substances by Buyer or its contractors or subcontractors.

Section 5.9. Operating Committee. As soon as possible after the Effective Date, the Parties, together with the Other Buyer, shall form a committee to exchange information and coordinate with respect to matters relating to the construction, operations and maintenance of the Facility ("Operating Committee"). Each Party and the Other Buyer shall be entitled to appoint one representative to serve on the Operating Committee. The Parties shall notify the other Operating Committee representatives in writing of such appointments and any changes thereto. The Operating Committee shall have no authority to modify the terms or conditions of this Agreement. Meetings of the Operating Committee shall ordinarily be as scheduled by mutual agreement of the representatives, but may also be convened by request of either Party or the Other Buyer. Matters to be reviewed by the Operating Committee shall include, without limitation, (i) Seller's progress on construction of the Facility, (ii) known changes to Facility operations (including related transmission or interconnection facilities) and/or Seller's plans for changes to the Facility or its operations, and (iii) reporting of Planned Outages and forced outages of the Facility. Meetings of the Operating Committee may be conducted in person or by telephone, and each Party may elect to have one or more individuals attend any such meeting on behalf of the Party, in addition to the Party's appointed representative. Within a reasonable time after the conclusion of each meeting of the Operating Committee, the representatives of the Parties and the Other Buyer shall agree upon a written summary of such meeting, including a description of issues discussed and decisions agreed upon, unless the representatives mutually agree to waive such summary.

ARTICLE VI

FAILURE TO DELIVER OR RECEIVE

Section 6.1. Seller's Failure.

(a) Buyer acknowledges that the Facility is an intermittent, as-available resource. Further, Seller's obligations to sell and deliver Contract Energy to the Point of Delivery that is otherwise available shall be excused as provided in Section 4.2 and permitted pursuant to

Section 3.2(d) and Section 6.2. It shall be a breach by Seller if (i) it sells, assigns, or otherwise transfers Contract Energy to a third party, except as excused pursuant to Section 4.2; (ii) it fails to dispatch the Facility during periods when generation of Contract Energy is possible, and such failure is not excused under Section 4.2; or (iii) its failure to operate and maintain the Facility in accordance with Prudent Utility Practice materially reduces the output available from the Facility and, upon notice from Buyer, Seller fails to remedy the situation within a commercially reasonable timeframe.

(b) If Seller has breached this Agreement as described in clauses (i), (ii) or (iii) of Section 6.1(a), then Seller shall pay the following costs (the "Replacement Energy Costs") to Buyer in an amount equal to the positive difference, if any, between

(1) the Replacement Price *times* either (A) in the case of a sale, assignment or transfer to a third party not otherwise permitted by this Agreement, the quantity of Contract Energy sold, assigned, or transferred to a third party, (B) in the case of a failure to dispatch, the Contract Capacity percentage of the Expected Generation, or (C) the Contract Capacity percentage of the Energy that was rendered unavailable as a result of Seller's failure to operate and maintain the Facility in accordance with Prudent Utility Practice and failure, after notice from Buyer, to remedy the situation within a commercially reasonable timeframe, as applicable, *minus*

(2) the sum of charges that would have been paid to Seller under this Agreement for the same quantity of Energy as set forth in the applicable clause of subsection (1) above.

(c) Buyer shall use reasonable efforts to mitigate its damages calculated under this Section 6.1; and

(d) Seller shall either pay, or credit Buyer on Seller's next invoice, any Replacement Energy Costs.

Buyer's determination that Seller has breached its obligations as set forth in this Section 6.1 and Buyer's calculation of any sums owed as a result, are subject to dispute resolution pursuant to ARTICLE XV.

Section 6.2. Buyer's Failure. Buyer's obligation to receive and pay for Delivered Energy shall be excused only to the extent that, and for the period during which Buyer's obligation to receive the Delivered Energy is prevented by Force Majeure. In the event of any unexcused failure to receive Delivered Energy, the full quantity of Delivered Energy shall nonetheless be included in the calculation of Buyer's Monthly Energy Charge pursuant to Section 7.1, and the applicable invoice shall reflect a credit to Buyer in the amount of the Sales Price (if any). Seller shall use reasonable efforts to mitigate its damages calculated under this Section 6.2. For the avoidance of confusion, the Parties acknowledge and agree that Buyer's obligation to pay for Delivered Energy that it failed to receive (except as a result of Force Majeure) under this Section 6.2 relates to Contract Energy that was actually produced and delivered to the Delivery Point, and that Buyer's obligation to pay for Energy that the Facility did not actually produce and deliver to

the Delivery Point under certain circumstances is separately addressed by the provisions regarding Compensable Curtailment Energy in Section 5.3.

ARTICLE VII

CHARGES; RTO

Section 7.1. Monthly Charges. For each calendar month of the Contract Term beginning with the earlier of the month in which the Service Commencement Date occurs or the month in which service begins hereunder pursuant to Buyer's exercise of its option under Section 2.3 (each, a "Service Month"), Buyer shall pay Seller the Monthly Energy Charge. Buyer's Monthly Energy Charge shall be the product of the Guaranteed Energy Price and the quantity of Delivered Energy in the applicable Service Month. In accordance with ARTICLE VIII, the Monthly Energy Charge (and any other monthly charges or credits described herein) shall be invoiced in the month immediately following the Service Month, with any corrections thereto made as soon as practicable.

Section 7.2. Guaranteed Energy Price. Buyer and Seller agree that the Guaranteed Energy Price is intended to compensate Seller for all of the Products provided to Buyer hereunder, and that Seller is not entitled to a separate price or payment for Buyer's entitlements to (i) Contract Capacity, or (ii) Environmental Attributes, ancillary services or other attributes associated with the Contract Capacity. Irrespective of any Change in Law or market conditions affecting Seller or Buyer, and notwithstanding any assertion by Seller that certain costs are not covered, or any assertion by Buyer that the charges payable by Buyer hereunder do not reflect Seller's actual cost of providing the Products, the Guaranteed Energy Price shall not change during the term of this Agreement.

Section 7.3. RTO. The Parties recognize that a key element of the economic bargain for Buyer hereunder will be lost if the Delivery Point is not located within either the LGE/KU System or any RTO encompassing the LGE/KU System, with the result that Buyer is required to obtain and pay for transmission service on an additional transmission system. If Buyer, the Other Buyer, and/or the Facility are proposed to become part of an RTO, the Parties shall promptly enter into negotiations, the purpose of which is to address necessary changes in this Agreement while giving reasonable effect to the intent of the Parties in entering into this Agreement, and preserving the balance of the economics and equities contemplated by this Agreement in all material respects. In no event shall either Party be required to agree to a change in the Guaranteed Energy Price or the Contract Term. If the Parties are not able to reach agreement on appropriate amendments through negotiations within 120 days prior to the date on which the change is scheduled to apply, either Party may seek resolution of the dispute pursuant to Section 15.4. Notwithstanding anything to the contrary in ARTICLE XV, the sole means for resolution of disputes under this Section 7.3 shall be mandatory binding arbitration.

ARTICLE VIII

BILLING AND PAYMENT

Section 8.1. Billing. Seller shall read the meters or cause the meters to be read after the last day of each Service Month and shall invoice Buyer based on such readings for the total

Delivered Energy for the applicable Service Month. The invoice shall be delivered to Buyer on or before the twentieth (20th) day following the end of each Service Month, via electronic mail or other mutually agreeable method, detailing the Delivered Energy for each hour of the Service Month, the total charges for the Monthly Energy Charge, the amount due pursuant to Section 5.3(d) for any Compensable Curtailment Energy, and any other charges properly assessed and credits owed to Buyer pursuant to this Agreement, for such Service Month. For any month in which payments are due from Buyer pursuant to Section 6.2, Seller shall also provide with the invoice documentation reasonably supporting the Sales Price for each applicable hour. In each invoice, any amounts owed by Seller to Buyer (including, without limitation, amounts owed pursuant to Section 3.3(a), Section 3.3(b), and/or Section 6.1) shall be netted against the amounts owed by Buyer to Seller. If any credit exceeds the amount that would otherwise be due for the applicable Service Month, or if any credit would be due to Buyer pursuant to Section 3.3(a) for a month that precedes the first Service Month, Seller shall pay the net refund to Buyer no later than when the invoice would otherwise be due for such Service Month (or, if prior to the first Service Month, no later than fifteen (15) days following the end of the applicable month).

Section 8.2. Payment. Buyer shall make payment of the invoice to Seller no later than thirty (30) days after Buyer's receipt of the invoice; provided, however, that if the 30th day is not a Business Day, payment shall be due on the next Business Day. Payment of the invoice shall be made by means of wire transfer of immediately available funds to the account specified on the invoice, or other acceptable method agreed to, in writing, by Seller and Buyer.

Section 8.3. Late Payments. If for any reason other than as permitted by and in accordance with Section 8.4 below, Buyer pays less than the full amount of the invoice, interest on the unpaid amount shall accrue at the Default Interest Rate for each day from the due date to the date paid. If Seller fails to make a net payment owed to Buyer on or before the applicable due date for such payment, interest on the unpaid amount shall accrue at the Default Interest Rate for each day from the due date to the date paid.

Section 8.4. Disputes. If Buyer, in good faith, disputes the amount of any invoice, it shall promptly notify Seller of the disputed amount and the reason therefor and shall pay the undisputed amount of such invoice. Buyer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within eighteen (18) months of the date of the invoice or adjustment to an invoice. Any disputes resulting from this Section 8.4 shall be settled in accordance with the provisions of ARTICLE XV. This Section 8.4 shall survive termination of this Agreement for a period of two (2) years from the date on which the last invoice is rendered to Buyer pursuant to this Agreement.

Section 8.5. Adjustments. Any adjustments to amounts invoiced and paid for a given Service Month (*e.g.*, to reflect resolution of any dispute and/or billing corrections) shall be made on the next monthly invoice following the event giving rise to such adjustment. Where the adjustment is to rectify an overpayment, Seller shall provide a credit that includes interest accrued from the original payment date to the date of the credit, at the Interest Rate. If any credit exceeds the amount that would otherwise be due for the applicable Service Month, or if any credit would be due following Buyer's payment of the final invoice, Seller shall pay the net refund to Buyer no later than when the invoice would otherwise be due for such Service Month (or, if Buyer has paid the final invoice, no later than fifteen (15) days of calculation of the adjustment).

Section 8.6. Audit. Buyer has the right with reasonable prior notice, at the sole expense of Buyer, to examine the records of Seller during regular business hours to the extent reasonably necessary to verify the accuracy of any invoice, or calculations provided with or supporting such invoice, rendered pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, or calculations provided with or supporting such invoice, the necessary adjustments in such invoice, or calculations provided with or supporting such invoice, and the payments made pursuant to such inaccurate invoice, or calculations provided with or supporting such invoice, shall be adjusted in the next invoice, provided that Buyer brought it to the attention of Seller within twenty-four (24) months after issuance of the inaccurate invoice. This Section 8.6 shall survive termination of this Agreement for a period of two (2) years from the date on which the last invoice is rendered to Buyer pursuant to this Agreement.

Section 8.7. Records. The Parties shall develop, maintain and keep originals or copies of all accounting records, statistical information, and supporting documents relating to the performance of each Party's obligations hereunder in accordance with the longest of the applicable record-retention requirements of the Parties; provided that all such applicable accounting records shall be retained for a period of at least five (5) years and, in any event, for as long as any dispute exists regarding such information or payments due under this Agreement. All such records shall be available for inspection by the other Party during regular business hours, at the sole expense of such inspecting Party, and the Parties shall have the right (at Buyer's or Seller's expense, as applicable) to make copies thereof.

ARTICLE IX

CREDITWORTHINESS

Section 9.1. Financial Information. Seller may require Buyer to provide financial information reasonably needed to ascertain Buyer's ability to perform under this Agreement. Buyer may require Seller to provide financial information reasonably needed to ascertain Seller's ability to perform under this Agreement.

Section 9.2. Credit Support.

[redacted]

[redacted]

[redacted]

ARTICLE X

TRANSMISSION ARRANGEMENTS

Section 10.1. Seller's Obligations. Seller shall arrange and be responsible for transmission service to the Delivery Point, shall schedule or arrange for scheduling services with any applicable Transmission Providers to deliver Contract Energy to the Delivery Point, and shall be responsible for all costs or charges imposed on or associated with the transmission service to the Delivery Point. In addition, Seller shall be responsible for all generator-related charges assessed by the Transmission Provider related to the Facility or any Delivered Energy prior to the Delivery Point, except for generator imbalance charges and credits. Seller shall take all actions required by any Transmission Provider to facilitate Buyer's receipt of Delivered Energy at the Delivery Point and transmission thereof from the Delivery Point.

Section 10.2. Buyer's Obligations. Buyer shall arrange and be responsible for transmission service at and after the Delivery Point, shall schedule or arrange for scheduling services with all applicable Transmission Providers to accept Delivered Energy at the Delivery Point, and shall be responsible for all costs or charges imposed on or associated with the transmission service at and after the Delivery Point. Buyer shall be solely responsible to settle with the Transmission Provider for all generator imbalance charges and credits under Schedule 9 of the LGE/KU Tariff arising from Buyer's Contract Capacity. Notwithstanding Buyer's obligations "at" the Delivery Point as specified in this Section 10.2 (or any other provision of this Agreement), Buyer shall have no obligation to pay Seller or any other Transmission Provider for the use of transmission facilities associated with the Facility that are needed to provide Delivered Energy at the Delivery Point, and it is the Parties' intention that the only transmission service Buyer shall be required to obtain and pay for is NITS under the LGE/KU Tariff.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Seller Event of Default. The following shall constitute events of default on the part of Seller ("Seller Event of Default"):

(a) Seller fails to pay or credit any amount due to Buyer under this Agreement and such failure continues for ten (10) days following receipt of written notice thereof from Buyer.

(b) Seller becomes subject to a Bankruptcy Proceeding.

(c) Any representation or warranty made by the Seller herein is false or misleading in any material respect when made or when deemed made or repeated.

(d) Seller consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity (i) fails to assume all the obligations of the Seller hereunder by operation of law or pursuant to an agreement reasonably satisfactory to Buyer, or (ii) does not have an Investment Grade Rating.

(e) Seller commits a breach of its material covenants or obligations under this Agreement not otherwise excused by Force Majeure, other than a payment default as set forth in Section 11.1(a), unless:

(i) Seller commences and diligently proceeds to cure such breach upon delivery of written notice of such breach from Buyer; and

(ii) the breach is cured within thirty (30) days of delivery of such written notice; provided, however, that, upon written notice from Seller identifying a plan for curing the breach, the thirty (30) day period shall be extended by an additional sixty (60) days if (A) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (B) the default is capable of being cured within the additional sixty (60) day period, and (C) Seller commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

(f) The occurrence of a Letter of Credit Default where such Letter of Credit Default is not cured within ten (10) Business Days after its occurrence by Seller providing to Buyer a valid Qualifying Letter of Credit.

Section 11.2. Buyer Event of Default. The following shall constitute an event of default on the part of Buyer ("Buyer Event of Default"):

(a) Buyer fails to pay any amount due to Seller under this Agreement and such failure continues for ten (10) days following receipt of written notice thereof from Seller, unless such payment is contested or a right of set-off has been claimed by Buyer.

(b) Buyer becomes subject to a Bankruptcy Proceeding.

(c) Any representation or warranty made by Buyer is false or misleading in any material respect when made or when deemed made or repeated.

(d) Buyer consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity (i) fails to assume all the obligations of Buyer under this Agreement by operation of law or pursuant to an agreement reasonably satisfactory to the Seller, or (ii) does not have an Investment Grade Rating.

(e) Buyer commits a breach of its obligations under this Agreement not otherwise excused by Force Majeure, other than a payment default as set forth in Section 11.2(a), unless:

(i) Buyer commences and diligently proceeds to cure such breach upon delivery of written notice of such breach from Seller; and

(ii) the breach is cured within thirty (30) days of delivery of such written notice; provided, however, that, upon written notice from Buyer identifying a plan for curing the breach, the thirty (30) day period shall be extended by an additional sixty (60) days if (A) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (B) the default is capable of being cured within the additional sixty (60) day period, and (C) Buyer commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

(f) The occurrence of a Letter of Credit Default where such Letter of Credit Default is not cured within ten (10) Business Days after its occurrence by Buyer providing to Seller a valid Qualifying Letter of Credit.

Section 11.3. Procedure and Remedies.

(a) Upon the occurrence and during the continuance of a Seller Event of Default, Buyer shall have the right, in its sole and absolute discretion, to do any or all of the following: (i) terminate this Agreement, effective upon the provision of at least thirty (30) days' written notice to Seller (or upon such later date as may be specified in such notice); (ii) suspend performance during the notice period specified in such notice; (iii) draw upon or exercise its rights

under the Seller Security; and/or (iv) pursue any and all other remedies available at law or in equity, subject to the dispute resolution procedures set forth in ARTICLE XV and the other limitations set forth in this Agreement. *Provided*, *however*, that in the case of a Seller Event of Default, Buyer shall provide the Lenders (if any) with notice of such Seller Event of Default simultaneously with the notice provided to Seller. The Lenders shall have the right (but not the obligation) for a period not to exceed fifteen (15) days beyond the applicable cure period specified in Section 11.1 to cure the Seller Event of Default, and this Agreement may not be terminated prior to the expiration of such additional cure period.

(b) Upon the occurrence and during the continuance of a Buyer Event of Default, Seller shall have the right, in its sole and absolute discretion, to do any or all of the following: (i) terminate this Agreement, effective upon the provision of at least thirty (30) days' written notice to Buyer (or upon such later date as may be specified in such notice); (ii) if (and only if) the Buyer Event of Default occurs under Section 11.2(a), suspend performance during such notice period; (iii) draw upon any Qualifying Letter of Credit provided by Buyer; and/or (iv) pursue any and all other remedies available at law or in equity, subject to the dispute resolution procedures set forth in ARTICLE XV and the other limitations set forth in this Agreement.

(c) If a Force Majeure event prevents a Party from substantially performing its obligations hereunder for a period exceeding three hundred sixty five (365) consecutive days, despite the affected Party's effort to take all reasonable steps to remedy the effects of the Force Majeure with all reasonable dispatch, the Party not claiming Force Majeure may terminate this Agreement by giving at least fourteen (14) days' prior written notice to the other Party. Upon such termination, neither Party will have any liability to the other with respect to any periods following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising hereunder before the effective date of such termination. Notwithstanding the foregoing, if the Force Majeure event requires replacement of the main power transformer, the period allowed for recovery from the event of Force Majeure without triggering Buyer's right to terminate shall be the longer of three hundred sixty five (365) consecutive days or the time it takes for Seller to obtain and install a replacement main power transformer with the exercise of commercially reasonable efforts.

Section 11.4. Rights of Specific Performance. In addition to the remedies specified hereunder, upon the occurrence of a Seller Event of Default or a Buyer Event of Default, which does not arise from the failure to make a payment of money hereunder, the non-defaulting Party shall have a right to obtain equitable relief, including specific performance of the defaulting Party's obligations hereunder.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Indemnity by Seller. Subject to the terms and conditions set forth in this ARTICLE XII and except to the extent caused by the fraud, gross negligence or the willful misconduct or willful breach of the obligation(s) under this Agreement of any Indemnitee, Seller shall indemnify and hold Buyer and its Affiliates, members, directors, officers, attorneys,

employees, subcontractors, agents and assigns harmless for, from and against any and all Third Party Claims, including reasonable attorneys' fees and costs of investigation, litigation, settlement and judgment (collectively "Losses"), which any of them may sustain or suffer as a result of the nonperformance or breach of any covenant or agreement made or undertaken by Seller in this Agreement. For the avoidance of doubt, the Seller will indemnify the Buyer against any and all Third Party Claims related to issues that originate prior to the Delivery Point.

Section 12.2. Indemnity by Buyer. Subject to the terms and conditions set forth in this ARTICLE XII and except to the extent caused by the fraud, gross negligence or the willful misconduct or willful breach of the obligation(s) under this Agreement of any Indemnitee, Buyer shall indemnify and hold Seller and its Affiliates, members, directors, officers, attorneys, employees, subcontractors, agents and assigns harmless for, from and against any and all Losses which any of them may sustain or suffer as a result of the nonperformance or breach of any covenant or agreement made or undertaken by Buyer in this Agreement. For the avoidance of doubt, the Buyer will indemnify the Seller against any and all Third Party Claims related to issues that originate at or after the Delivery Point.

Section 12.3. Further Qualifications Respecting Indemnification. The right of a Person listed as being entitled to indemnification in Section 12.1 or Section 12.2 (an "Indemnitee") to be indemnified hereunder shall be subject to the following further qualifications:

(a) Upon receipt of notice of any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, from any third party (such third party actions being collectively referred to herein as "Third Party Claims"), the Indemnitee shall give written notice thereof to the indemnifying Party (the "Indemnitor") as soon as reasonably practicable, but not later than thirty (30) days after the date the Indemnitee obtains actual knowledge of the Third Party Claim; provided, however, that a failure by the Indemnitee to give timely notice under this Section 12.3(a) shall not limit the Indemnitee's ability to seek indemnification pursuant to this ARTICLE XII except to the extent the Indemnitor's defense against the Third Party Claim has been materially prejudiced by such failure to give timely notice;

(b) In computing Losses, such amounts shall be computed net of any related recoveries to which the Indemnitee is entitled under insurance policies, or other related payments received from third parties, and net of any tax benefits actually received by the Indemnitee or for which it is eligible, taking into account the income tax treatment of such indemnification; and

(c) The Indemnitee shall use commercially reasonable efforts to mitigate all Losses for which indemnification may be available hereunder, including availing itself of any defenses, limitations, rights of contribution, claims against third parties and other rights at law or equity. The Indemnitee's commercially reasonable efforts shall include the reasonable expenditure of money to mitigate or otherwise reduce or eliminate any Loss for which indemnification would otherwise be due, such expenditures being included in indemnified Losses hereunder.

Section 12.4. Procedures Respecting Third Party Claims. In notifying the Indemnitor of any Third Party Claim (the "Claim Notice"), the Indemnitee shall provide the Indemnitor with a copy of such Third Party Claim or other documents received and shall otherwise make available to the Indemnitor all relevant information material to the defense of such claim and within the

Indemnitee's possession. The Indemnitor shall have the right, by written notice given to the Indemnitee within fifteen (15) days after the date of the Claim Notice, to assume and control the defense of the Third Party Claim that is the subject of such Claim Notice, including the employment of counsel selected by the Indemnitor after consultation with the Indemnitee, and the Indemnitor shall pay all expenses of, and the Indemnitee shall cooperate fully with the Indemnitor in connection with, the conduct of such defense. The Indemnitee shall have the right to employ separate counsel in any such proceeding and to participate in (but not control) the defense of such Third Party Claim, but the fees and expenses of such counsel shall be borne by the Indemnitee unless the Indemnitor shall otherwise agree in writing; provided, however, if the named parties to any such proceeding (including any impleaded parties) include both the Indemnitee and the Indemnitor, the Indemnitor requires that the same counsel represent both the Indemnitee and the Indemnitor, and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnitee shall have the right to retain its own counsel at the cost and expense of the Indemnitor. If the Indemnitor shall have failed to assume the defense of any Third Party Claim in accordance with the provisions of this Section 12.4, then, as among the Parties, the Indemnitee shall have the absolute right to control the defense of such Third Party Claim, and, if and when it is finally determined that the Indemnitee is entitled to indemnification from the Indemnitor hereunder, the fees and expenses of the Indemnitee's counsel shall be borne by the Indemnitor; provided that the Indemnitor shall be entitled, at its expense, to participate in (but not control) such defense. The Indemnitor shall have the right to settle or compromise any such Third Party Claim for which it is providing indemnity so long as such settlement does not impose any obligations on the Indemnitee (except with respect to (a) obligations to pay money (which amounts, if payable by the Indemnitee, shall constitute Losses) and (b) providing releases of the third party). The Indemnitor shall be liable for any settlement effected by the Indemnitee without the Indemnitor's consent only if the Indemnitee has assumed the defense because the Indemnitor has failed or refused to do so.

ARTICLE XIII

ASSIGNMENT

Section 13.1. Assignment by Buyer.

(a) Buyer may, with prompt notice to but without the need for consent of Seller, assign all of its rights and obligations hereunder to any entity that (i) acquires all or substantially all of Buyer's business and/or assumes Buyer's obligations to provide service to those members of Buyer that purchase wholesale requirements service, (ii) is of at least equal creditworthiness (or provides acceptable credit support as provided in Section 9.2(a)), and (iii) assumes, in writing, all of Buyer's obligations hereunder, which assumption shall be materially in the form attached as Exhibit D hereto or otherwise in form and substance reasonably acceptable to Seller.

(b) Buyer may, with prompt notice to but without the need for consent of Seller, permanently assign a designated percentage of its rights and obligations hereunder to any member of Buyer that (i) is of at least equal creditworthiness (or provides acceptable credit support as provided in Section 9.2(a)), and (ii) assumes, in writing, the designated percentage of Buyer's obligations hereunder. Such assignment and assumption shall be reflected in an amendment to this Agreement (which, absent mutual agreement of the Parties, shall be limited to only those changes necessary to reflect the diminution of Buyer's rights and obligations resulting from the

assignment) and a separate agreement between Seller and the assignee that is identical to this Agreement except as necessary to reflect the extent of the assigned portion of Buyer's rights and obligations.

(c) If Buyer transfers all or substantially all of its business to another party in accordance with this Section 13.1, then Buyer shall assign all of its rights and obligations hereunder to the entity that acquires such business.

Section 13.2. Assignment by Seller.

(a) Seller may, with prompt prior notice to, but without the need for consent of Buyer, assign, transfer, pledge or otherwise dispose of its rights and interest under this Agreement to (1) an Affiliate that will own or otherwise have rights to the Facility and has the ability to perform all Seller obligations, including the provision of Seller Security as provided in Section 9.2(b), and meets all of the Assignment Conditions set forth in Section 13.5, or (2) for purposes of financing, as collateral to one or more Lenders. For the avoidance of doubt, investment in Seller by a tax equity investor shall require notice, but shall not require consent of Buyer.

(b) If Seller transfers all or substantially all of its business (including the Facility) to another Person that provides Seller Security as provided in Section 9.2(b) and meets all of the Assignment Conditions set forth in Section 13.5, then Seller shall, with prompt prior notice to but without the need for consent of Buyer, assign this Agreement and all of Seller's rights and interest hereunder to the Person to which Seller's business is being transferred, or to an Affiliate of the Person to which Seller's business is being transferred.

(c) If Seller transfers the Facility (but not all or substantially all of Seller's business) to another Person that provides Seller Security as provided in Section 9.2(b) and such transfer meets all of the Assignment Conditions set forth in Section 13.5, then Seller shall, with prompt prior notice to but without the need for consent of Buyer, assign this Agreement and all of Seller's rights and interest hereunder to the Person to which the Facility is being transferred, or to an Affiliate of the Person to which the Facility is being transferred.

(d) If the Seller under this Agreement is an Affiliate of the Person that owns the Facility as a result of an assignment pursuant to Section 13.2(b), Section 13.2(c), this Section 13.2(d) or Section 13.3, and if a proposed transaction or other disposition would result in the Seller and the owner of the Facility no longer being Affiliates, and if such transaction or disposition meets all of the Assignment Conditions set forth in Section 13.5, then Seller shall, with prompt prior notice to but without the need for consent of Buyer, assign this Agreement and all of Seller's rights and interest hereunder to the Person who owns the Facility, or to an Affiliate of the Person who owns the Facility.

Section 13.3. Other Assignments. Except as provided in Section 13.1 and Section 13.2, any proposed assignment by Buyer shall require the prior written consent of Seller, and any proposed assignment by Seller shall require the prior written consent of Buyer. In each case, consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall be reasonable for Buyer to require as condition(s) to its consent to an assignment of this Agreement to a Person by Seller that such Person provide Seller Security as provided in Section 9.2(b), and/or that the Person either will own the Facility or have sufficient rights to the capacity

and output of the Facility and other information and rights with respect to the Facility to permit the Person to perform all obligations of Seller hereunder on and after the date of the assignment of this Agreement by Seller to the Person.

Section 13.4. Notice. Irrespective of whether consent is required, notice of any proposed assignment shall be given to the other Party at least sixty (60) days prior to the date of the assignment. Any purported or attempted assignment made without complying with the requirements of this ARTICLE XIII, including the requirement that the Assignee meet all of the Assignment Conditions set forth in Section 13.5, shall be null and void.

Section 13.5. Additional Conditions for Assignments. A Party's obligation to recognize or perform for any Person claiming or otherwise holding rights in or under this Agreement by outright assignment or other exercise of rights pursuant to a collateral assignment, pledge of or grant of security interest in this Agreement permitted by this Agreement (an "Assignee") shall be subject to such Assignee (i) establishing that it satisfies the qualifications set forth in Section 13.1 or Section 13.2 as applicable (unless the assignment was expressly consented to pursuant to Section 13.3); (ii) having cured all existing events of default of the assigning Party under this Agreement; and (iii) having executed and delivered to the non-assigning Party an assignment and assumption agreement materially in the form attached as Exhibit D hereto (or such other form as may be acceptable to the non-assigning Party), whereby the Assignee assumes and agrees to satisfy all conditions and pay and perform all obligations in favor of the non-assigning Party then existing and/or thereafter arising under this Agreement (the "Assignment Conditions"). Any attempted assignment, whether outright, by way of foreclosure or exercise of any rights pursuant to a collateral assignment, pledge or grant of security interest in this Agreement or any related rights or otherwise, which is not in compliance with the terms of this Agreement shall be voidable and ineffective, at the election of the non-assigning Party.

Section 13.6. Effect of Assignment on Party Status. No assignment shall relieve the assignor of its obligations hereunder in the event the assignee fails to perform, unless the other Party agrees, in writing, in advance to waive the assignor's continuing obligations pursuant to this Agreement (which waiver may be evidenced by a Party's signature to an assignment and assumption agreement materially in the form attached as Exhibit D hereto). If (i) an assignment occurs in accordance with the terms of this ARTICLE XIII other than Section 13.2(a), (ii) the assignee's creditworthiness (or, in the case of Seller, the Seller Security provided by the assignee) and ability to perform this Agreement are at least equal to that of the assignor, and (iii) the assignee expressly agrees, in writing, to assume all of the assignor's rights and obligations so assigned materially in the form attached as Exhibit D hereto or in some other form acceptable to the non-assigning Party, the non-assigning Party shall release the assignor from any further liability in respect of the rights and obligations so assigned.

ARTICLE XIV

FORCE MAJEURE

Section 14.1. Force Majeure. The term "Force Majeure" shall mean causes beyond the reasonable control of, and not resulting from the fault or negligence (including failure to comply with Prudent Utility Practices) of, the Party claiming Force Majeure, including, but not limited to,

acts of God; earthquake; storm; fire; lightning; epidemic; war (declared or undeclared); riot, terrorism or civil disturbance; or sabotage.

Section 14.2. Exclusions from Definition of Force Majeure. Notwithstanding anything in the Agreement to the contrary, "Force Majeure" shall not mean:

(a) Inclement weather affecting construction, start-up, or operation of the Facility or related facilities that does not otherwise meet the definition of "Force Majeure."

(b) Changes in market conditions that affect Buyer or Seller, as applicable, the cost of Seller's supply of Energy from the Facility, or the ability of Buyer to obtain energy at a rate lower than the Guaranteed Price.

(c) Unavailability of sunlight.

(d) Unavailability of equipment, repairs or spare parts for the Facility, except to the extent due to a qualifying event of Force Majeure. Notwithstanding the foregoing, loss of a main power transformer shall constitute an event of Force Majeure if the transformer (i) was purchased new with full manufacturer warranties, (ii) was properly designed for the intended service, including with sufficient redundancy consistent with industry standards and original equipment manufacturer recommendations, (iii) was installed with commercially reasonable protective safeguards (e.g., lightning protection) and (iv) has been maintained pursuant to original equipment manufacturer specifications.

(e) Inability to obtain, maintain or renew any Permit or any undue delay in obtaining, maintaining, or renewing any Permit, in either case, due to Seller's failure to diligently pursue obtaining, maintaining or renewing such Permit.

(f) Scheduled maintenance on any distribution or transmission system the availability of which is needed for the delivery of Energy from the Facility;

(g) Litigation or administrative or judicial action pertaining to the Agreement, the Facility, the Facility site, the acquisition, maintenance or renewal of financing or any Permits, or the design, construction, maintenance or operation of the Facility that are (i) the result of the actions or omissions of either Buyer or Seller, or (ii) instituted by the Buyer or Seller.

(h) Changes in market conditions that affect the cost of or demand for power.

(i) Change in Law.

(j) Any lack of profitability to a Party or other financial consideration of a Party.

Section 14.3. Effect on Performance.

(a) If a Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that Party shall be excused from whatever performance it is unable to perform due to the Force Majeure to the extent so affected, provided that:

(i) the Party affected by such Force Majeure, as soon as reasonably practicable after the commencement of such effect, gives the other Party prompt oral notice, followed by a written notice within forty-eight (48) hours after such oral notice, fully describing the particulars of the occurrence;

(ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(iii) the Party whose performance is affected by such Force Majeure uses its commercially reasonable efforts to overcome and remedy its inability to perform as soon as possible; and

(iv) the event of Force Majeure must not have been caused by or contributed to by any negligent or intentional act, error or omission of the affected Party or any of its Affiliates, and must not be caused by or contributed to by any failure to comply with any Applicable Law by the affected Party or any of its Affiliates, or by any breach or default of this Agreement by the affected Party or any of its Affiliates.

(b) Notwithstanding anything in this ARTICLE XIV to the contrary, no payment obligation arising under this Agreement prior to the date of an event of Force Majeure shall be excused by such event of Force Majeure.

ARTICLE XV

DISPUTE RESOLUTION

Section 15.1. Attempts to Resolve Dispute. Any controversy between Seller and Buyer, arising out of or relating to this Agreement, or any breach hereof or default hereunder may be submitted to binding arbitration upon written agreement of the Parties, or otherwise may be resolved in a court of competent jurisdiction as specified in Section 18.3; provided, however, that neither Party shall seek to arbitrate or litigate a controversy between the Parties without the Party's appropriate senior executive first attempting, in good faith, to resolve the dispute with the appropriate senior executive of the other Party. Such appropriate senior executives shall decide, within ten (10) Business Days of a written notice of the dispute, the negotiation period during which they will attempt to resolve the dispute before a Party may initiate arbitration or litigation. If such appropriate senior executives fail, for any reason, to agree upon a negotiation period during which they will attempt to resolve the controversy, then the negotiation period shall end forty-five (45) days after the written notice of dispute. In the event that any controversy described in this Section 15.1 involves issues regarding provisions of this Agreement that have identical counterparts in the agreement between Seller and the Other Buyer then (i) the Parties shall attempt to resolve the dispute through joint discussions with representatives designated by the Other Buyer pursuant to Section 15.1 of the agreement between Seller and the Other Buyer, and (ii) if such discussions do not resolve the dispute, any decision to arbitrate the dispute shall require the agreement of Seller, Buyer, and the Other Buyer.

Section 15.2. Jurisdiction. Except for matters within the exclusive jurisdiction of the FERC, each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection

it may now or hereafter have to the exclusive jurisdiction of the courts as specified in Section 18.3 or the laying of the venue of any such proceeding brought as specified in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each of the Parties hereby consents to service of process by registered mail at its address set forth herein and agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other Party.

Section 15.3. Voluntary Binding Arbitration. If the Parties' dispute does not arise under Section 7.3 and, following failure of negotiations pursuant to Section 15.1, the Parties agree to binding arbitration of a dispute, the following procedures will be used (absent agreement of the Parties to different procedures), with the Other Buyer being deemed a "Party" solely for purposes of this Section 15.3:

(a) The dispute shall be finally settled by binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Party or Parties seeking relief from the other Party(ies) shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party(ies), the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Arbitration shall be held in Louisville, Kentucky. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if a Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. If more than two Parties are involved in the arbitration, aligned Parties shall act collectively in the appointment of their Party-appointed arbitrator. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment. Neither the Parties nor the Party-appointed arbitrators shall be limited to selecting arbitrators named on any list of arbitrators provided by AAA. All arbitrators shall be knowledgeable in the subject area of the dispute and recently active by employment or otherwise in the subject area of the dispute.

(d) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction as specified in Section 18.3.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(f) Unless otherwise ordered by the arbitrators, (i) each Party shall bear its own costs and fees, including attorneys' fees and expenses, (ii) the costs and fees of each Party-appointed arbitrator shall be borne by the Party(ies) that appointed the arbitrator, and (iii) the costs and fees of the neutral arbitrator shall be allocated 50% to the Party(ies) seeking relief and 50% to the Party(ies) opposing relief. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by ARTICLE XVIII, or any other multiple or enhanced damages, whether statutory or common law.

(g) Each Party understands that, to the extent it agrees to arbitration pursuant to this Section 15.3, it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 15.3 or an arbitration award.

Section 15.4. Binding Arbitration for Certain Disputes. Following failure of negotiations regarding a dispute arising under Section 7.3, and if the dispute is not within the exclusive jurisdiction of the FERC, either Party may require that the dispute be resolved by binding arbitration, which shall generally follow the procedures specified in Section 15.3, except as follows, and except that the "Other Buyer" shall not be deemed a Party under Section 15.3 or this Section 15.4. Each Party shall submit to the arbitrators and exchange with each other thirty (30) days in advance of the hearing its proposed contractual provisions (a "Proposal") together with its arguments and other materials to support its Proposal; (ii) a Party may modify its Proposal (a "Modification") and any Modification and support therefor shall be submitted to the arbitrators and to the opposing Party no later than ten (10) days before the arbitration hearing; (iii) the arbitrators shall only consider the most recent Modification submitted by a Party, and shall not consider any previous Proposal or Modification submitted by a Party; and (iv) in reaching their decision, the arbitrators shall be limited to selecting only one or the other of the Proposals (or Modifications, if applicable) submitted by the Parties.

ARTICLE XVI

REPRESENTATIONS AND WARRANTIES

Section 16.1. Mutual Representations. Each Party represents and warrants to the other Party that, as of the Effective Date:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;

(b) it has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary corporate, company, partnership, governmental and/or other actions to authorize such execution and delivery and performance of such obligations;

(c) its execution and delivery of this Agreement and its performance of its obligations under this Agreement do not violate or conflict with any Applicable Law ; with any provision of its charter or bylaws (or comparable constituent documents); with any order or judgment of any court or other agency of government applicable to it or any of its assets; or with any contractual restriction binding on or affecting it or any of its assets;

(d) except as otherwise permitted herein, it has neither initiated nor received written notice of any action, proceeding or investigation pending, nor to its knowledge is any such action, proceeding or investigation threatened (or any basis therefor known to it) that questions the validity of this Agreement, or that would materially or adversely affect its rights or obligations as a Party;

(e) all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any governmental authority, including Permits, that have been obtained or made by it at the time this representation is made with respect to this Agreement are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals required to be complied with as of the date hereof have been complied with;

(f) this Agreement constitutes the Party's legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application, regardless of whether enforcement is sought in a proceeding in equity or at law); and

(g) no event of default attributable to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

Section 16.2. Buyer Additional Representations. Buyer represents, warrants and agrees to and with Seller that except as otherwise provided herein, or as provided by Applicable Law, with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of its status as a municipality or municipal entity under Applicable Law or similar grounds with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment.

Section 16.3. Seller Additional Representations. Seller represents, warrants and agrees to and with Buyer that Seller has not committed and will not commit to any Person other than Buyer for any portion of the Contract Term any portion of the Contract Capacity to which Buyer is entitled hereunder, except for sales of Contract Energy for any period prior to the Service Commencement Date (subject to Buyer's right pursuant to Section 2.3) or to mitigate Seller's damages during periods in which Seller's obligation to deliver is excused pursuant to Section 4.2.

Section 16.4. Exclusivity of Seller Representations. The representations and warranties made by Seller in this Agreement are in lieu of and are exclusive of all other representations and warranties, including any implied warranties of merchantability, suitability or fitness for any particular purpose or any other implied warranty. Seller hereby disclaims any such other or implied representations or warranties, notwithstanding the delivery or disclosure to Buyer or its directors, officers, employees, agents or representatives of any documentation or other information.

ARTICLE XVII

NOTICES

Except as otherwise specified in this Agreement, any notice, request, demand, statement or other communication provided for in this Agreement shall be in writing and shall be sufficiently given upon delivery thereof if (a) delivered by overnight mail, overnight courier or hand delivered against written receipt, (b) transmitted and received by electronic transmission and confirmed by hard copy delivered by one of the methods specified in part (a), or (c) delivery by one of the specified methods is refused by the receiving Party; and in all cases addressed as set forth in Exhibit E or to such other address as may be designated by a Party from time to time by notice to the other Party in accordance with this ARTICLE XVII.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. Limitation on Damages

(a) Except to the extent (i) awarded to a third party as a result of a Third Party Claim or (ii) arising out of fraud or criminal conduct, in the event of a Party's breach of this Agreement, such Party shall be liable hereunder solely for direct and actual damages and under no circumstances shall a Party be liable hereunder for any consequential (including, but not limited to, lost profits and business interruption), incidental, special, punitive, exemplary, indirect or other similar damages.

(b) During the period starting on the Effective Date and ending on the earlier of the Commercial Operation Date or the Service Commencement Date, in no event shall Seller's liability to Buyer under this Agreement, including for liquidated delay damages pursuant to Section 3.3(a) and Capacity Damages, but excluding liability for (i) indemnification of Third Party Claims or (ii) fraud or willful misconduct by Seller, exceed the then applicable amount of the Seller Security.

Section 18.2. Entire Agreement. This Agreement, including the exhibits hereto, and any amendments hereof, contain the complete agreement among the Parties with respect to the matters contained herein and supersedes all prior communications, negotiations or agreements, whether written or oral, with respect to the subject matter hereof.

Section 18.3. Governing Law; Venue and Jurisdiction.

(a) This Agreement shall be governed by, construed, interpreted and applied in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any principle regarding conflict of laws that would result in the application of the laws of any other jurisdiction.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Western District of Kentucky (or, if that court refuses jurisdiction, the Jefferson County Kentucky Circuit Court) for the purposes of any cause of action arising out of or based upon this Agreement or relating to the subject matter hereof that is not

subject to the exclusive jurisdiction of the FERC, or for the enforcement of any arbitration award hereunder.

Section 18.4. Non-Waiver. No delay or failure by a Party to exercise any of its rights, powers or remedies under this Agreement following any breach or default by the other Party shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind on the part of a Party of any breach or default, or any waiver on the part of a Party of any provision or condition of this Agreement, shall be effective only if specifically set forth in a writing signed by the waiving or consenting Party (except as otherwise expressly provided in this Agreement).

Section 18.5. Severability. If an arbitration panel, court or regulatory agency having jurisdiction over the Parties or over this Agreement determines that any of the provisions of this Agreement, or any part thereof, is invalid, void, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to either Party. Upon any such determination of invalidity, the Parties shall, within ten (10) days of such determination, commence to negotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

Section 18.6. Interpretation; Headings; Presumption. In this Agreement, unless a different intention clearly appears:all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require;

(ii) unless otherwise expressly provided, the words "include," "includes" and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation;"

(iii) the headings herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement;

(iv) reference to any Section or Exhibit means such Section of this Agreement or such Exhibit to this Agreement, as the case may be, and references in any Section or definition to any clause or paragraph means such clause or paragraph of such Section or definition;

(v) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(vi) all terms defined and/or used in this Agreement shall be interpreted without regard for how such terms may be defined and/or used in other agreements between the Parties and/or their Affiliates; and

(vii) the Parties have jointly participated in the drafting of this Agreement and have had the opportunity to engage counsel of their own choosing in connection therewith. Any

rule of construction or interpretation requiring this Agreement to be construed or interpreted for or against any Party shall not apply to the construction or interpretation hereof.

Section 18.7. No Partnership or Joint Venture. This Agreement does not establish and should not be construed as establishing any partnership or joint venture by and between the Parties, and neither of the Parties shall have any duties, obligations or liabilities arising under such a relationship.

Section 18.8. Confidentiality.

(a) Without prior written consent, which shall not be unreasonably withheld or delayed, neither Party shall disclose the terms of this Agreement or information received by a Party from the other Party pursuant to this Agreement that is expressly identified as "Confidential" to a third party (other than such Party's and its employees, officers, directors, members, partners, Lenders, counsel, accountants, financial advisors or consultants) except in order to comply with any Applicable Law; provided, however, that, except in connection with disclosures required under applicable public records laws, each Party shall notify the other Party of any proceeding of which it is aware that may result in such disclosure, and the Party subject to such proceeding shall use commercially reasonable efforts to prevent or limit the disclosure; provided, further, that such Party shall not be required to seek a protective or other similar order to comply with its obligations under this Section 18.8(a).

(b) The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the confidentiality obligations set forth in this Section 18.8; provided, however, that all monetary damages shall be limited to actual direct damages and shall not include consequential damages. Each Party waives any requirement for posting of a bond or other monetary support with respect to equitable remedies sought for a breach of this Section 18.8.

Section 18.9. No Third-Party Benefits. This Agreement shall not impart any rights enforceable by any third party (other than rights in favor of Lenders pursuant to Section 11.3(a) or permitted successors or assignees bound by this Agreement). Nothing in this Agreement, express or implied, shall be construed to create any interest, beneficial or otherwise, for any third party.

Section 18.10. Amendment. Other than as expressly provided for herein, this Agreement may not be amended or modified except by a written instrument signed by Seller and Buyer.

Section 18.11. Further Assurances. The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. In this regard, Buyer acknowledges that Seller may elect to finance the Facility, and that Lenders may request Buyer's consent to and execution of certain consents, estoppels, legal opinions, amendments to this Agreement or other documents. Buyer agrees to consider all such requests, reasonably and in good faith, provided that Seller shall bear Buyer's out-of-pocket costs of accommodating any such requests. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement; without limitation, Buyer shall have no obligation to agree to any documents requested by Lenders that would diminish Buyer's rights or increase Buyer's obligations hereunder in any respect. Seller shall provide Buyer with a notice identifying the Lender and providing appropriate contact information for the Lender. Following receipt of such

notice, Buyer shall provide to the Lender a copy of each notice of alleged Seller Event of Default delivered to Seller, and Buyer will accept a cure thereof performed by the Lender, so long as the cure (i) is accomplished within the applicable cure period set forth in this Agreement, (ii) fully restores performance consistent with all of Seller's obligations under this Agreement, including payment of any actual damages or other remedies arising from Seller's Event of Default, and (iii) in no way diminishes Buyer's rights hereunder or increases its obligations hereunder.

Section 18.12. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

Section 18.13. Expenses. Each Party shall pay its own costs and expenses, including the fees and expenses of its agents, representatives, advisors, counsel and accountants, necessary for the negotiation, preparation, execution and delivery of this Agreement.

Section 18.14. Public Statements. Neither Party shall issue, or permit any agent, member or affiliate of such Party to issue, any press releases or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby, except (a) when such release or statement is deemed in good faith by the releasing Party to be required by Applicable Law (including without limitation any public records and/or public meeting laws applicable to Buyer) or (b) with the prior consent of the other Party, which shall not be unreasonably conditioned or delayed. In each case to which the exception in part (b) applies, the releasing Party shall provide a copy of such proposed release or statement to the other Party at least two (2) Business Days before releasing it to the public and incorporate any reasonable changes which are suggested by the non-releasing Party prior to issuing the release or making the statement.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

ASHWOOD SOLAR I, LLC

By: _____
Name:
Title:

KENTUCKY MUNICIPAL ENERGY AGENCY

By: _____
Name:
Title:

Exhibit A

INSURANCE COVERAGE

Seller shall at its sole expense purchase from and maintain in a company or companies lawfully authorized to conduct business in the jurisdiction where the Facility is located the insurance described in this Exhibit A. Such insurers shall maintain an A.M. Best's rating of A-X or better. These policies shall not be materially changed or cancelled except with thirty (30) days written notice to Buyer.

All Risk Property Insurance – Seller will procure and maintain all risk property insurance including coverage for physical damage, machinery and extra expense during the operation of the Facility. Coverage valuation shall be the actual repair or replacement costs.

Builder's Risk Insurance – Upon commencement of construction of the Facility, Seller will procure and maintain builder's risk insurance including coverage for physical damage, machinery and extra expense during construction of the Facility. Coverage valuation shall be the actual repair or replacement costs.

Business Automobile Liability Insurance – Seller will carry business automobile liability insurance, which shall apply to all owned, non-owned, leased, and hired automobiles with a limit of $1,000,000 combined single limit per accident for bodily injury and property damage.

Commercial General Liability – Seller will carry commercial general liability coverage to a limit of at least $1,000,000 per occurrence, $3,000,000 in aggregate. The insurance will cover claims brought against Seller for third party bodily injury (including death), personal injury and property damage.

Excess Liability/Umbrella Coverage – Seller will carry excess liability/umbrella coverage insurance of at least $5,000,000 per occurrence so that the total coverage for Commercial General Liability and Excess Liability/Umbrella Coverage shall be at least $6,000,000 per occurrence.

Workers Compensation – Seller will carry workers compensation insurance covering statutory workers compensation obligations as required by state law. The coverage will also include at least $1,000,000 in Employers Liability coverage insuring claims brought by employees brought outside the workers' compensation statute.

Exhibit B

FORM OF SELLER GUARANTY

GUARANTY

GUARANTY (this "Guaranty"), dated as of [_____], by _____, a _____ [corporation] ("Guarantor"), in favor of Kentucky Municipal Energy Agency ("Counterparty").

1. **Guaranty.** To induce Counterparty to enter into that certain Agreement for the Purchase and Sale of Renewable Energy and Related Products (the "Agreement") dated as of August 23, 2018 between Ashwood Solar I, LLC ("Affiliate") and Counterparty, Guarantor unconditionally and absolutely guarantees to Counterparty and its successors, endorsees and assigns the prompt payment when due, subject to any applicable grace period, of all present and future payment obligations of Affiliate under the Agreement (the "Obligations"). The Obligations shall include any interest accruing on the guaranteed indebtedness in accordance with the Agreement, and any reasonable and documented fees, charges and costs of collecting the guaranteed indebtedness under this Guaranty, including reasonable attorneys' fees.

2. **Nature of Guaranty.** Guarantor's obligations hereunder shall not be affected by the existence, validity, enforceability, perfection, or extent of any collateral therefor or by any other circumstance relating to the Obligations that might otherwise constitute a legal or equitable discharge of or defense to Guarantor, provided, however, that (i) Guarantor's liability hereunder shall be and is specifically limited to payments required to be made by Affiliate in accordance with the Agreement, and in no event shall Guarantor be subject hereunder to any special, punitive, exemplary, indirect, incidental or consequential losses, liabilities or damages of any nature (in tort, contract or otherwise) and (ii) subject to the last sentence of this Section 2, Guarantor shall have the benefit of and the right to assert any defenses against the claims of Counterparty that are available to Affiliate and that would have also been available to Guarantor if Guarantor had been in the same contractual position as Affiliate under the Agreement. Guarantor agrees that Counterparty may resort to Guarantor for payment of any of the Obligations whether or not Counterparty shall have resorted to any collateral therefor or shall have proceeded against Affiliate or any other obligor principally or secondarily obligated with respect to any of the Obligations. Counterparty shall not be obligated to file any claim relating to the Obligations in the event that Affiliate becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Counterparty to so file shall not affect the Guarantor's obligations hereunder. If any payment to Counterparty in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder to Counterparty with respect to such Obligations as if such payment had not been made. The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of Affiliate in any creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of liability of Affiliate or the estate of Affiliate in bankruptcy, or of any remedy for the enforcement of Affiliate's liability under the Agreement resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Agreement in any such proceedings; (d) the assignment or transfer of the Agreement by Affiliate (unless this Guaranty has been replaced by an alternate form of Seller Security provided by

the assignee in accordance with the Agreement); (e) any disability or other defense of Affiliate; or (f) the cessation from any cause whatsoever of the liability of Affiliate.

3. **Changes in Obligations, Collateral therefor and Agreements Relating thereto; Waiver of Certain Notices.** Guarantor agrees that Counterparty may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of such Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Obligations, and may also make any agreement with Affiliate or with any other party to or person liable on any of the Obligations or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Counterparty and Affiliate or any such other party or person, without in any way impairing or affecting this Guaranty. The provisions of the Agreement may be changed, modified, amended or waived without the consent of or notice to Guarantor. This Guaranty shall guarantee the payment of Affiliate's Obligations under the Agreement as so changed, modified, amended or waived. Guarantor waives notice of the acceptance of this Guaranty and of the Obligations, presentment, demand for payment, notice of non-payment, non-performance, non-observance, default, dishonor and protest, and all other notices to which Guarantor might otherwise be entitled. Guarantor also waives any and all surety defenses or other defenses in the nature thereof.

4. **Expenses.** Guarantor agrees to pay on demand all reasonable and documented fees and out of pocket expenses (including the reasonable fees and expenses of Counterparty's counsel) in any way relating to the enforcement or protection of the rights of Counterparty hereunder; provided, that Guarantor shall not be liable for any expenses of Counterparty if no payment under this Guaranty is due.

5. **Limitation and Claims; Subordination.** Until all the covenants and conditions in the Agreement on Affiliate's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation, contribution or reimbursement against Affiliate by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder; and (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Affiliate by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder.

6. **No Waiver; Cumulative Rights.** No failure on the part of Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to Counterparty or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Counterparty at any time or from time to time.

7. **Guarantor's Successors; Assignment**. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs, and assigns of Guarantor by operation of law or otherwise (including any receiver or bankruptcy trustee). Neither this Guaranty, nor any rights, interests or obligations hereunder, may be assigned by Guarantor to any other person without the prior written consent of Counterparty. In no event shall Guarantor be released by any assignment

or delegation by it of its obligations hereunder. This Guaranty may be assigned by Counterparty voluntarily or by operation of law without reducing or modifying the liability of Guarantor hereunder.

8. **Notices.** All notices or demands on Guarantor shall be deemed effective when received or upon refusal to receive, shall be in writing and shall be delivered by hand or by registered mail, or by facsimile transmission promptly confirmed by registered mail, addressed to Guarantor at:

_____

Attention:

or to such other address or fax number as Guarantor shall have notified Counterparty in a written notice delivered to Counterparty.

9. **Continuing Guaranty.** This Guaranty shall become and remain in full force and effect and shall be binding on Guarantor, its successors and assigns until all of the Obligations have been satisfied in full.

10. **Governing Law; Jurisdiction and Venue.** This Guaranty shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to principles of conflicts of laws. Each of the parties hereby irrevocably submits, consents to and requires that the state and federal courts located in the Commonwealth of Kentucky shall have sole jurisdiction over any dispute arising under this Guaranty, and the parties hereby consent to the personal jurisdiction of such courts and to extra-territorial service of process.

11. **Execution in Counterparts.** This Guaranty may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

12. **Entire Agreement.** This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Guarantor and Counterparty with respect to the subject matter hereof. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, except by an instrument in writing signed by the party against which the enforcement of this termination, amendment or supplement, waiver or modification shall be sought.

13. **Provisions Severable.** The provisions of this Guaranty are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be invalid or unenforceable in whole or in part. If a court of competent jurisdiction determines that any provision of this Guaranty is invalid or unenforceable as written, such court shall interpret or reform such provision, to the fullest extent allowed by law, so as to effectuate the intent of the parties as set forth therein.

14. **Rights Cumulative.** All rights, powers and remedies of Counterparty hereunder shall be cumulative and not alternative, and shall be in addition to all rights, powers and remedies given to the Counterparty by law. No exercise of, delay in exercising or omission to exercise, any rights, powers, remedies and/or discretion by Counterparty shall be deemed a waiver thereof, and every such right, power, remedy and discretion may be exercised repeatedly.

15. **Waiver of Jury Trial.** In the interest of obtaining a speedier and less costly hearing of any dispute, Guarantor hereby expressly waives trial by jury in any action, proceeding, counterclaim or crossclaim and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Guaranty or the Agreement. Although such jury waiver is intended to be self-operative and irrevocable, Guarantor further agrees, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim or crossclaim.

16. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to Counterparty that, as of the Effective Date:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;

(b) it has the power to execute and deliver this Guaranty and to perform its obligations under this Guaranty and has taken all necessary corporate, company, partnership, governmental and/or other actions to authorize such execution and delivery and performance of such obligations;

(c) its execution and delivery of this Guaranty and its performance of its obligations under this Guaranty do not violate or conflict with any law applicable to it; with any provision of its charter or bylaws (or comparable constituent documents); with any order or judgment of any court or other agency of government applicable to it or any of its assets; or with any contractual restriction binding on or affecting it or any of its assets;

(d) except as otherwise permitted herein, it has neither initiated nor received written notice of any action, proceeding or investigation pending, nor to its knowledge is any such action, proceeding or investigation threatened (or any basis therefor known to it) that questions the validity of this Guaranty, or that would materially or adversely affect its obligations hereunder;

(e) all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any governmental authority that are required to have been obtained or made by it at the time this representation is made with respect to this Guaranty have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with; and

(f) this Guaranty constitutes the Guarantor's legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights).

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by Guarantor to Counterparty as of the date first above written.

GUARANTOR

_____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Approved as to Form:

_____

Exhibit C

FORM OF QUALIFYING LETTER OF CREDIT

[Date]

[Issuing Bank Letterhead]

Irrevocable Standby Letter of Credit No. _____
Issue Date: _____ __, 20__
Initial Expiry Date: _____ __, 20__

Beneficiary:

Ladies and Gentlemen:

At the request of and based on instructions from our customer, [_____], a [_____] ("Account Party"), we hereby establish this Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor as [Buyer/Seller] under the Renewable Power Purchase Agreement dated as of August 23, 2018, between Ashwood Solar I, LLC, as Seller, and Kentucky Municipal Energy Agency as Buyer (as heretofore or hereafter amended and/or restated at any relevant time the "PPA") for drawings up to a total of [_____] Dollars (US$[_____]).

As used in this Letter of Credit: (a) each of "Dollars" and "US$" mean lawful currency of the United States of America; (b) "ISP98" means the International Standby Practices, International Chamber of Commerce Publication No. 590; and (c) "Business Day" means a day that is not a Saturday, a Sunday or any other day on which banking institutions are not required to be open, or are authorized or required to close, in the State of our office location set forth below.

Drawings may be made by you from time to time by presentation of your certificate in the form of *Appendix A* hereto appropriately completed (a "Certificate") to us at our office in the United States located at:

[_____]
[_____]
[_____]
[_____]
Attn: [_____]
Telephone No: [_____]
Telecopy No: [_____]

or at another office in the United States designated by us with at least fifteen (15) Business Days prior written notice to and received by you.

In the alternative, presentation of any Certificate may be transmitted to us: (a) by telecopy to our telecopy number set forth above; or (b) in another electronic medium pursuant to any written permission which has been provided by us to you in our sole discretion. To the extent a presentation is made by telecopy transmission or in another permitted electronic medium, you must: (a) provide telephone notice thereof to us at our telephone number set forth above prior to or substantially simultaneously with such transmission; and (b) send the original Certificate by overnight courier to us at our office address set forth above. However, our receipt of such telephone notice or original Certificate will not be a condition to payment of the drawing described in the Certificate. Items delivered by telecopy transmission or in another permitted electronic medium will be the equivalent of originals of such items for purposes of this Letter of Credit.

We will honor each drawing made in compliance with this Letter of Credit by wire transfer of immediately available funds in the amount specified in the Certificate provided to us in connection with such drawing to the account specified in that Certificate. If any such drawing is presented by you on a Business Day at or before 12:00 noon local time at our address or telecopy number set forth above, such payment will be made not later than the close of business on the first Business Day after such presentation; drawings presented after 12:00 noon will be paid not later than close of business on the second Business Day after such presentation.

This Letter of Credit is effective immediately and will expire on the first to occur of the: (a) above Initial Expiry Date, subject to extension as described below (as so extended the "Expiry Date"); or (b) surrender by you to us of the original of this Letter of Credit, with any amendment(s) hereto, with your written consent to cancellation thereof (a "Cancellation Date"). The earliest to occur of the final extended Expiry Date or a Cancellation Date will be the "Termination Date." The Initial Expiry Date and each subsequent Expiry Date will be automatically extended for an additional consecutive period of one year unless we notify you in writing by nationally recognized overnight courier service, at least sixty (60) days prior to the then applicable Expiry Date, of our decision that the then applicable Expiry Date will not be automatically extended. Subject to the provisions herein, we authorize you to make drawings hereunder in an aggregate sum not in excess of the above amount from the date hereof through our close of business on the Termination Date. If this Letter of Credit expires during an interruption of business as described in Rule 3.14 of ISP98, we specifically agree to effect payment if you draw on this Letter of Credit within thirty (30) days after the resumption of business.

Communications with respect to this Letter of Credit, including delivery of Certificates, shall, except as otherwise expressly provided above, be in writing and provided to you and us at our respective addresses and numbers set forth above by delivery in person or facsimile transmission at such address, as provided in this Letter of Credit, or as and in the medium otherwise permitted in writing by the recipient.

This Letter of Credit, except as otherwise expressly stated herein, is subject to ISP98, and as to matters not addressed by ISP98 the laws of the [State/Commonwealth of _____], including the Uniform Commercial Code as in effect in such State, will control.

This Letter of Credit sets forth in full our undertaking, which will not in any way be amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the preceding paragraph and appendices hereto, and any such reference will not

incorporate herein by reference any document, instrument or agreement except as set forth above. Our obligations under this Letter of Credit are our individual obligations and not contingent on any reimbursement of us with respect thereto. Any drawing under this Letter of Credit will be paid from our general funds and not directly or indirectly from funds or collateral deposited with us or for our account by the Account Party or any other person or entity.

Very truly yours,

By . . . . . .
Authorized Signatory

Appendix A to Qualifying Letter of Credit

[Beneficiary Letterhead]

DRAWING CERTIFICATE
LETTER OF CREDIT NO. _____

_____ __, 20__

[_____]
[_____]
[_____]
[_____]
Attn: [_____]
Telephone No: [_____]
Telecopy No: [_____]

The undersigned authorized signatory of _____, as [Buyer/Seller] ("Beneficiary"), hereby certifies to _____ Bank ("Issuing Bank"), with reference to Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit") issued by Issuing Bank and now in favor of Beneficiary (except as otherwise set forth herein, capitalized terms used and not defined herein have the meanings set forth in the Letter of Credit or, if not defined therein, in the PPA), that:

1. Beneficiary is making this drawing under the Letter of Credit in the amount of _____ Dollars (US$_____) (the "Drawing Amount").

2. The Drawing Amount does not exceed US$[*insert face amount of letter of credit*] minus the amount of all payments of any previous drawings made under the Letter of Credit.

3. Beneficiary is entitled to make this drawing because *[Check one]*:

[__] [Seller/Buyer] has failed to pay one or more amounts due and payable to Beneficiary under the PPA ("Required Payments"), all applicable grace periods for the Required Payments have expired, and the sum of such unpaid Required Payments is not now less than the Drawing Amount; or

[__] The Letter of Credit is not now a Qualifying Letter of Credit and has not been replaced with a Qualifying Letter of Credit for a period of ten (10) consecutive Business Days (as defined in the PPA) after the Letter of Credit no longer constituted a Qualifying Letter of Credit; or

[__] The now effective Expiry Date of the Letter of Credit is less than thirty (30) days after the date of this Certificate.

4. You are hereby directed to make payment of the requested Drawing Amount to _____ Bank, at _____ ABA No. _____ for further credit to _____ Account No. _____ Re: [_____], Attention: _____.

IN WITNESS WHEREOF, Beneficiary has executed and delivered this Certificate.

[Beneficiary]

By: _____
Name: _____
Title: _____

Exhibit D

FORM OF INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

This Instrument of Assignment and Assumption (this "Assignment"), dated as of [_____], 20[__] (the "Effective Date"), is entered into by and between [*Assignor*], a [_____] ("Assignor"), and [*Assignee*], a [_____] ("Assignee").

WHEREAS, Assignor and [Buyer/Seller] are parties to that certain Agreement for the Purchase and Sale of Renewable Energy and Related Products, dated as of August 23, 2018 (as amended through the date hereof, the "PPA").

WHEREAS, in accordance with Section [_____] of the PPA, Assignor intends to assign to Assignee all of Assignor's rights and interests under the PPA, and Assignee intends to assume all of Assignor's obligations arising from and after the Effective Date, and the parties intend Assignor to be released from any further liability thereunder to the extent arising from and after the Effective Date.

WHEREAS, the parties hereto desire to execute and deliver this Assignment for the purpose of effecting the assignment and transfer by Assignor to Assignee, and the acceptance and assumption by Assignee, of the PPA and all rights, liabilities and obligations of "[Seller/Buyer]" (as defined in the PPA) thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree and covenant as follows:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts and assumes and agrees to perform the PPA, and all of Assignor's rights, liabilities and obligations thereunder, to the extent arising from and after the Effective Date. Assignee hereby assumes and agrees to pay, discharge, perform and be responsible for all liabilities and obligations arising or accruing under or in respect of the PPA to the extent arising from and after the Effective Date. To the extent arising from and after the Effective Date, as between Assignor and Assignee, Assignor shall be released from any further liability under the PPA.

2. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than Assignor and Assignee, and their respective successors and assigns, any remedy or claim under or by reason of this Assignment or any term, covenant, condition, promise or agreement hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Assignor and Assignee, and their respective successors and assigns.

3. This Assignment shall be governed by and construed and enforced in accordance with, and this Assignment and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Assignment shall be governed by, the laws of the Commonwealth of Kentucky.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement. Delivery of an executed signature page of this Assignment by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

5. This Assignment is being delivered in connection with the PPA and shall be construed consistently therewith. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the PPA. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the PPA, the terms of the PPA shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument of Assignment and Assumption as of the date first written above.

_____ [Assignor]

By: _____

Name: _____

Title:

_____ [Assignee]

By: _____

Name: _____

Title:

Exhibit E

PARTY CONTACT INFORMATION

TO SELLER:

[redacted]

TO BUYER:

President and CEO
Kentucky Municipal Energy Agency
1700 Eastpoint Parkway, Suite 220
Louisville, KY 40223
Email: dburesh@kymea.org

With copies to:

Rubin & Hays
450 South Third Street
Louisville, KY 40202
Email: csmusson@rubinhays.com

nFront Consulting LLC
2465 Southern Hills Ct
Oviedo, FL 32765
Email:
johnpainter@nFrontConsulting.com

Exhibit F

CERTIFICATION OF COMMERCIAL OPERATION DATE

This certification is delivered by _____ ("Seller") to _____ ("Buyer") in accordance with the terms of that certain Agreement for the Purchase and Sale of Renewable Energy and Related Products between Ashwood Solar I, LLC and the Kentucky Municipal Energy Agency, dated August 23, 2018 ("Agreement"), as amended from time to time. All capitalized terms used in this certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

a) The Facility has achieved commercial operation with respect to at least 95% of the Design Capacity.

b) The Facility has demonstrated that it can safely and continuously produce and deliver Energy from the Facility to the Delivery Point, with a Facility Nameplate Capacity of [__] MW (AC).

c) Seller has installed all equipment needed to enable telemetering of the Energy from the Facility to the Delivery Point, as may be necessary pursuant to the Interconnection Agreement, and such equipment, if needed, is fully operational.

d) Seller has delivered to Buyer a report with the results of start-up and operational and performance testing conducted by Seller to demonstrate the attainment of commercial operation of the Facility.

e) Seller has received all local, state and federal Governmental Approvals and other approvals, consents and authorizations as may be required by Applicable Law for the construction, interconnection, operation and maintenance of the Facility and generation, delivery and sale of Buyer's Products under the Agreement.

f) Seller has obtained and submitted to Buyer certificates of insurance evidencing the coverage required by Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of Ashwood Solar I, LLC as of the ___ day of _____, 20__.

Ashwood Solar I, LLC

_____
Name

_____
Title