

SOLAR ENERGY SITE LEASE AGREEMENT

This Solar Energy Site Lease Agreement (this "Lease") dated as of _____, 20__ (the "**Effective Date**"), is made between Hexagon Energy, LLC, a Virginia limited liability company ("**Tenant**"), a [REDACTED] ("**Landlord**").

RECITALS

A. Landlord is the owner of the Property located in the County of St. Joseph, Indiana consisting of approximately 48.5 acres, and more particularly described in the attached **Exhibit A**; and

B. Tenant desires to lease certain premises within the Property shown on **Exhibit B** from Landlord in order to install and operate, including the sale of energy, a solar energy generating facility.

C. As of the Effective Date, Tenant has exercised its exclusive option to lease the Site (defined below) from Landlord, as provided in that certain Option Agreement for Solar Energy Site Lease by and between Landlord and Tenant.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. DEFINITIONS AND INTERPRETATION

(a) In this Lease, unless the context requires otherwise:

"Affiliate" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the State of Indiana.

"Commercial Operations Date" means, with respect to the Generating Facility, the date on which the Tenant has issued a notice of commercial operation and has declared that the Generating Facility has been placed into service after any applicable start up and testing.

"Environmental Attributes" shall mean any and all credits, benefits, emissions reductions, offsets, attributes and allowances of any kind (including all Renewable Energy Credits), howsoever entitled and whether arising before, on, or after the Effective Date, attributable to the Project or the electric energy, capacity or other generator-based products produced therefrom, including (i) any avoided emissions

of pollutants to the air, soil or water, such as sulfur oxides, nitrogen oxides and carbon monoxide, and any rights related thereto, (ii) any avoided emissions of methane, carbon dioxide and other “greenhouse gases” that have been determined by the United Nations Intergovernmental Panel on Climate Change or any other governmental, quasi- governmental or non-governmental agency or body to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, and any rights related thereto, (iii) any reporting rights relating to the reduction of “greenhouse gases” under Section 1605(b) of the National Energy Policy Act of 1992 or under any other federal, state, local or foreign law, rule or regulation related to the reduction of air pollutants or “greenhouse gases” or the trading of emissions or emissions credits, including so-called “green tags” or “green certificates,” and (iv) any credits, certificates or similar instruments issued pursuant to a federal or state renewable portfolio standard or analogous program. Notwithstanding the foregoing, the term “**Environmental Attributes**” shall not include any “**Renewable Energy Incentives**”.

“Environmental Laws” shall mean all Applicable Laws (including rules, regulations, codes, plans, injunctions, judgments, orders, ordinances, decrees, rulings and charges thereunder) of Governmental Authorities (and all agencies thereof) concerning or relating to pollution or protection of human health, land conservation, wildlife, flora and fauna, natural resources, or the environment, navigable airspace, including laws relating to emissions, Releases, or threatened Releases of Hazardous Materials into the air, surface water, ground water, lands or subsurface (including releases to ambient air, land and surface and subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, disposal, transport, or handling of Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., and the Hazardous and Solid Waste Amendments Act of 1984, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Migratory Bird Treaty Act (16 U.S.C. §§ 703 et seq.), the Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.) all as amended on the date hereof or hereafter, and any other federal, state, regional or local laws, ordinances, rules or regulations now or hereinafter existing relating to any of the foregoing.

“Generating Facility” means the solar power generating facility to be located at the Site and owned by Tenant, including all improvements, facilities and equipment constructed or installed by Tenant at any time and from time to time, including the following: (i) arrays of photovoltaic solar panels or tracking mirrors, including foundations, mounting substrates, support structures and related components; (ii) energy storage facilities, battery storage technology, housing, shading and related components; (iii) overhead and underground electrical collection, transmission and communication

lines, transformers, power inverters, meters and protection equipment, cables, junction boxes, telecommunications equipment, switches and electrical substations and related facilities and equipment for the collection, interconnection and transmission of electrical energy and communications; (iv) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, and for the efficient development, construction, operation, maintenance and security of the Generating Facility; (v) any and all equipment and improvements necessary or useful for the ongoing measurement of sunlight and weather; and (vi) any other equipment or facilities that are necessary or desirable for Tenant's development, construction, operation, maintenance or security of the Generating Facility, including laydown areas, satellite operation and maintenance or storage facilities and control buildings.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

"Including" means including without limitation, and "includes" means includes, without limitation.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

"Property" means the land described on **Exhibit A**, together with the following:

(i) all right, title and interest of Landlord in and to all rights, privileges and appurtenances pertaining to the Property and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Landlord's right, title and interest in and to adjacent streets, alleys or rights-of-way and easements, licenses or interests relating thereto; and

(ii) all of Landlord's right, title and interest in and to all permits, licenses and approvals directly relating to the Property, to the extent the same are assignable and transferable.

"Renewable Energy Credit" shall mean any credit, certificate, renewable energy certificate, allowance or similar right that is related to the Environmental Attributes of the Project, whether arising pursuant to Applicable Law, certification, markets, trading, offset, private transaction, renewable portfolio standards, voluntary programs or otherwise, including renewable energy credits certified by the Center for Resource Solutions.

"Renewable Energy Incentives" shall mean: (i) federal, state, or local Tax credits or other Tax benefits (such as accelerated depreciation, expensing in lieu of depreciation and Federal Investment Tax Credits) associated with the construction or ownership of, or

the sale or production of electricity from, the Project or generation facilities (as applicable), including any investment Tax credits, production Tax credits or governmental payments made in lieu of such credits or other benefits, (ii) any federal, state or local grants, rebates, subsidized financing or any other subsidy relating to the property of the Project or the output thereof, and (iii) any other form of incentive that is not an Environmental Attribute that is available with respect to the Project.

“Site” means the specific areas of the Property shown as the cross-hatched or shaded area of the site plan attached hereto as **Exhibit B**. Furthermore, Landlord and Tenant acknowledge and agree that site may be materially different due to factors including, but not limited to, wetlands, easement restrictions, required setbacks and other environmental conditions. **Exhibit B** will be further defined by a formal ALTA survey to be completed by Tenant prior to the Effective Date.

“Unavoidable Delay” means delay caused by strikes, walkouts (except for strikes or walkouts directly involving employees of the party claiming Unavoidable Delay), civil commotion, warlike operations, governmental regulations or controls, epidemics or pandemics, acts of God, inability to procure materials or services, or other causes beyond the reasonable control the party claiming Unavoidable Delay.

(b) Unless the context requires otherwise, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

(c) The division of this Lease into Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and will not affect the construction or interpretation of this Lease. Unless the context requires otherwise, references in this Lease to Sections or Schedules are to Sections or Schedules of this Lease. Any reference in this Lease to any agreement or statute or any section of it will, unless otherwise expressly stated, be deemed to refer to such statute or section as amended, restated or re-enacted from time to time.

2. LEASE AND GRANTS OF EASEMENTS

(a) Landlord:

(i) exclusively leases the Site to Tenant and its successors and assigns for the sole purpose of developing, constructing, installing, operating and maintaining the Generating Facility in accordance with the terms and conditions set out in this Lease;

(ii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, a non-exclusive easement on, over, under, across and through the Property and the surrounding or nearby premises owned or leased by Landlord and described in **Exhibit C** attached hereto (the “**Easement Lands**”), for the benefit of the Site and the Tenant (and Tenant’s assigns, successors, contractors, customers, invitees and employees) for the purpose of: providing such access on foot and by vehicle as shall be necessary or convenient to gain access to the Generating Facility or the Site; and, the installation, operation, repair, maintenance, replacement and removal from time to time of electrical transmission and data communications cables and wires, and related towers,

poles and other apparatus and materials of the Tenant and access to them from time to time;

(iii) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, an exclusive easement to convert all of the solar resources above the Site to electricity; and

(iv) grants to Tenant and its successors and assigns, for a period co-terminous with this Lease, the right to undertake any other activities on the Site and the Easement Lands that Tenant determines are necessary, helpful, appropriate or convenient in connection with, incidental to, for the benefit of, or to accomplish any of the foregoing purposes, including conducting surveys and geological, geophysical, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Tenant may choose, whether or not currently known, and with the right of entry on the Site and the Easement Lands for such purposes.

(b) Landlord reserves all rights to use the Property and the Easement Lands, other than the Site, except to the extent Landlord's use interferes with Tenant's use of the Site or the Easement Lands in accordance with this Lease or violates the terms and conditions of this Lease.

(c) Tenant hereby leases the Site from Landlord and accepts such grant of easements and rights from Landlord, upon the terms and conditions set forth herein.

3. RENT

Commencing on the Effective Date of this Lease and continuing throughout the Term, Tenant shall pay to Landlord an annual rental payment ("**Rent**") equal to \$1,000.00 per acre of the Site escalating annually at a rate of one percent (1%).

4. GENERATING FACILITY CONSTRUCTION

(a) Landlord consents to Tenant's construction and installation on the Site and the Easement Lands of the Generating Facility.

(b) Tenant shall notify Landlord not less than twenty (20) days in advance of the time that Tenant intends to commence installation of the Generating Facility on the Site.

(c) Within thirty (30) days after the installation of the Generating Facility is complete, Tenant shall deliver to Landlord the following: (i) Tenant's affidavit stating that the Generating Facility installed by Tenant has been completed in compliance with the terms of this Lease; and (ii) an affidavit of Tenant stating that all contractors, subcontractors, laborers and material men who have performed work on or furnished materials to the Site have been paid in full and that all liens therefore that have or might be filed have been discharged of record or waived or that a bond has been posted for such purpose.

(d) Except as provided otherwise herein, Landlord hereby consents to Tenant's location of the Generating Facility or related facilities or equipment at any location

upon the Site. Furthermore, in the event that the location of any portion of any Generating Facility or related facilities or equipment to be installed or constructed on the Site is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Landlord shall cooperate with and assist Tenant in granting and obtaining waivers or variances from such requirements and shall execute all documents evidencing Landlord's agreement to the elimination of such requirements.

5. GENERATING FACILITY INSTALLATION, OPERATION AND OWNERSHIP

(a) Tenant shall have the right from time to time during the term of this Lease:

(i) to determine the feasibility of solar energy power production on the Site, including studies of sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies, and conducting transmission feasibility studies;

(ii) to construct, install, reinstall or relocate and operate the Generating Facility on the Site;

(iii) to maintain, clean, repair, replace and dispose of part or all of the Generating Facility and to maintain the Site and the Easement Lands as may be required for the proper functioning and operation of the Generating Facility, including removing trees, brush and tree branches that may interfere with access to sunlight to the Generating Facility;

(iv) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility;

(v) to remove the Generating Facility as permitted pursuant to Section 9;

(vi) to access the Site with guests for promotional purposes during normal open hours and at other times as are acceptable to the Landlord in its reasonable business judgment without disruption of Landlord's operations;

(vii) to publish factual information related to the Generating Facility on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system, the name of the Landlord, and other features of the Generating Facility;

(viii) to install and maintain such equipment, as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment of a high speed internet connection;

(ix) to install and maintain such equipment as is necessary or appropriate for the security and protection of the Generating Facility, including without limitation, fences and gates; and

(x) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to carry out the activities set forth in clauses (a)(i) through (a)(ix) of this Section 5.

(b) Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("**Permits**") necessary for the construction, installation and operation of the Generating Facility. Landlord hereby gives its consent to any action taken by Tenant in applying for any and all Permits Tenant finds necessary or desirable for the operation of the Generating Facility, and Landlord hereby appoints Tenant its agent for applying for such Permits and agrees to assist Tenant in obtaining the Permits, if necessary. Tenant will carry out the activities set forth in this Section 5 in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with Landlord's operation or maintenance of the Property.

(c) Landlord acknowledges and agrees that despite that portions of the Generating Facility may be affixed to the Site, (i) Tenant or its Affiliate is the exclusive owner and operator of the Generating Facility, (ii) the Generating Facility shall not be construed to be a fixture, (iii) Tenant or its Affiliate or transferee is the exclusive owner of the electricity generated by the Generating Facility, (iv) Tenant or its Affiliate or transferee is the exclusive owner of the Environmental Attributes of the Generating Facility, (v) Tenant or its Affiliate or transferee is the exclusive owner of the Renewable Energy Incentives of the Generating Facility, (vi) Tenant or its Affiliate or transferee is the exclusive owner of the Renewable Energy Credits and (vii) the Generating Facility shall not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "**Transfer**") with the fee interest or leasehold rights to the Property or otherwise by Landlord or any other person. Landlord shall give Tenant at least fifteen (15) days' written notice prior to any Transfer of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of Transfer. Landlord shall require any transferee to acknowledge and consent to the terms of this Lease. Landlord agrees that this Lease and the easements and rights granted in Section 2 of this Lease shall constitute covenants running with the Property and the Easement Lands and shall survive any Transfer of the Property.

6. ACCESS

Landlord will make available to Tenant continuous and uninterrupted access to the Generating Facility and the Site and the Easement Lands for the purposes set forth in this Lease. Tenant shall cooperate with Landlord to minimize disruption of the operations of Landlord at the Property. Despite anything to the contrary in this Lease, Tenant shall be permitted to access the Site and the Easement Lands twenty-four (24) hours a day, seven (7) days a week as reasonably determined by Tenant. Upon reasonable advance notice to Landlord, Tenant shall have access during normal business hours to any and all historic documents, drawings, plans, correspondence and memoranda in the possession or control of Landlord which relate to the Property and which may be needed for regulatory planning or permitting purposes.

7. REPRESENTATIONS AND WARRANTIES, COVENANTS OF LANDLORD

(a) Landlord represents and warrants to Tenant that there are no circumstances known to Landlord, and no commitments to third parties, that may damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility's exposure to sunlight). Landlord represents and warrants to Tenant that there are no liens, security interests or other encumbrances on the Site or the Easement Lands, except as disclosed on Schedule 7A attached hereto ("**Permitted Liens**"). Landlord covenants to Tenant that it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Site or the Easement Lands, except for the Permitted Liens. Landlord represents and warrants to Tenant that, except as described in Schedule 7B attached hereto, the Landlord has not used, stored, handled or disposed of Hazardous Materials on or about the Property or the Easement Lands and, to the Landlord's knowledge, no prior owner of the Property or the Easement Lands or any tenant, subtenant, prior tenant or prior subtenant have used, stored, handled or disposed of Hazardous Materials on or about the Property or the Easement Lands.

(b) Landlord covenants that Landlord has lawful title to the Property and the Easement Lands and full right to enter into this Lease and that Tenant shall have quiet and peaceful possession of the Site and the Easement Lands throughout the term of this Lease. To the extent, if any, that any third party has legal title to the Site or the Easement Lands or any other claim, lien, encumbrance or right of possession on or against the Property or the Easement Lands, Landlord will obtain such consents or other written documents as are required in order to evidence the consent of such third party to the transactions contemplated by this Lease, the acknowledgement by such third party of the interest of Tenant under this Lease and in the Property and the Easement Lands and the agreement of such third party not to disturb or interfere with Tenant's use and occupancy of the Site and the Easement Lands pursuant to this Lease, which agreement shall be in form and substance acceptable to Tenant. If Landlord fails to obtain an executed agreement from a third party in accordance with this paragraph within twenty (20) days after Tenant's request, Tenant shall have the right (without waiving any other remedies) to terminate this Lease and to recover from Landlord all rents paid to Landlord through the date of termination.

(c) Landlord will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Generating Facility or its function (including activities that may adversely affect the Generating Facility's exposure to sunlight). Landlord will not conduct maintenance to the Property or the Site or the Easement Lands that is reasonably likely to damage, impair or otherwise adversely affect the Generating Facility or its function. Landlord represents and warrants to Tenant that there are no existing or, to Landlord's knowledge, threatened expropriation proceedings, or contemplated sales in place of expropriation, involving a partial or total taking of the Property or the Site or the Easement Lands.

(d) Landlord acknowledges that the Generating Facility may be inadvertently damaged, impaired or otherwise adversely affected by routine activities and operations of Landlord's personnel or licensees on the Site or the Easement Lands. Landlord further agrees

that Landlord shall be responsible and liable for any damage, impairment or other adverse effect caused by Landlord's personnel or licensees on the Site or the Easement Lands, whether or not due to any negligence or wilful misconduct on the part of Landlord.

(e) In addition to the foregoing, with respect to any property on which the Generating Facility is to be installed, if Landlord has an existing mortgage or enters into a mortgage after the Effective Date of this Lease, Landlord and Tenant shall enter into an agreement with such mortgagee subordinating such mortgage to this Lease, providing for non-disturbance in favor of Tenant (so long as Tenant is not in default under this Lease) and otherwise on terms and conditions reasonably satisfactory to Tenant. Landlord acknowledges that without such agreements by superior mortgagees, Tenant may not be able to finance and build the Generating Facility at the Site.

(f) Landlord represents and warrants that the Property and the Easement Lands comply with all applicable laws and that Landlord has not received any written notice of violation of any applicable laws affecting the Property or the Easement Lands that remains unresolved. Landlord shall notify Tenant promptly if Landlord receives any notice of any actual or alleged violation of applicable laws with respect to the Property or the Easement Lands.

(g) Landlord represents and warrants that none of Landlord, the Property or the Easement Lands is subject to any pending lawsuit, arbitration or other legal proceeding that could affect Landlord's ability to perform its obligations under this Lease or Tenant's rights under this Lease and, to Landlord's knowledge, no such lawsuit or other legal proceeding has been threatened.

(h) Landlord represents and warrants that Landlord is the sole owner of the Property. Landlord represents and warrants that Landlord and each person signing this Lease on behalf of Landlord has the full and unrestricted power and authority to execute and deliver this Lease and grant the rights herein granted. Landlord represents and warrants that all parties having a surface ownership interest (as opposed to ownership of subsurface or mineral right interests) in the Property have signed this Lease. Landlord hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to this Lease and the rights granted hereunder.

(i) Landlord agrees that within ten (10) days after receipt of a written request by Tenant it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Tenant shall deem necessary or desirable for its development and use of the Site; and (b) join with Tenant in requesting any and all zoning changes or other land use permits and/or approvals necessary for Tenant's development and use of the Site as contemplated by this Lease.

8. TERM/TERMINATION

(a) The term of this Lease ("**Term**") shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 8, expire twenty five (25) years following the Commercial Operations Date (the "Initial Term"). Tenant shall have the option to extend the

Term for two (2) additional five (5) year periods (each an "Extended Term"), commencing upon the expiration of the preceding term and expiring at midnight on the day prior to the fifth (5th) anniversary of the commencement of the then current Extended Term, upon the terms and conditions herein set forth. Tenant shall deliver written notice of Tenant's intention to exercise such extension not less than six (6) months prior to the expiration of the Initial Term and first Extended Term

(b) The occurrence of any of the following events shall terminate this Lease:

(i) The expiration of the term of this Lease as set out above in this Section 8;

(ii) The written agreement of the parties to terminate this Lease;

(iii) An uncured material breach of this Lease by either party and the election of the non-breaching party to terminate this Lease;

(iv) Subject to the rights of Lenders set forth in Section 13, Tenant's failure to operate the Generating Facility for a continuous period of at least twenty-four (24) months for reasons other than Unavoidable Delay; or

(v) Tenant's delivery of not less than one (1) year advance written notice to Landlord of Tenant's election to terminate this Lease.

9. REMOVAL

Tenant shall be entitled to remove the Generating Facility or any part thereof and any related equipment from the Site or the Easement Lands at any time upon reasonable notice to Landlord and shall be obligated to remove the Generating Facility within one hundred eighty (180) days after the expiration or other termination of the term of this Lease. In the event that Tenant fails to remove the Generating Facility within one hundred eighty (180) days of expiration or other termination of this Lease, in addition to all other rights and remedies of Landlord, Tenant shall pay to Landlord holdover Rent on a pro rata basis until the Generating Facility is removed.

10. INSURANCE

(a) Tenant shall, during the term of this Lease, obtain, maintain and keep in full force and effect, commercial general liability insurance applying to the use and operation of the Generating Facility in the following amounts:

(i) Commercial General Liability

Limits:	\$2,000,000	General Aggregate
	\$1,000,000	Products & Completed Operations Aggregate
	\$1,000,000	Each occurrence
	\$1,000,000	Personal Injury (Advertising Injury excluded)
	\$50,000	Fire Damage, Any One Fire

\$5,000 Medical Payments, Each Person

(ii) Excess Liability

Limit: \$5,000,000 Aggregate

(b) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Indiana, shall be Best rated A or better, shall name the Landlord as an additional insured, and shall provide that they may not be cancelled by the insurer for nonpayment of premiums or otherwise or be terminated or lapse of their own accord or by their own terms until at least thirty (30) days (or at least ten (10) days in the event of non-payment of premiums) after service by registered or certified mail of notice of the proposed cancellation upon all parties named in such policies as insureds. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which the other party may carry. Tenant shall deliver to Landlord copies of the policies for all the insurance required to be carried by Tenant under this Lease, or certificates evidencing the existence and the amounts of such insurance, or renewals of them or binders to them, if applicable, (i) within ten (10) days after the Effective Date, and (ii) at least ten (10) days prior to the expiration of any such policies. Subject to Landlord's right to approve Tenant's net worth and self-insurance program, which approval shall not be withheld unreasonably, Tenant may elect to self-insure any or all of the risks and liabilities to be covered by the insurance policies described in Section 10(a) above.

11. TAXES

(a) Tenant shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's use and operation of the Generating Facility (or any portion or component of it), except: (i) real and personal property taxes and assessments and reassessments relating to the Property (including the Site); (ii) inheritance or estate taxes imposed upon or assessed against the Property (including the Site), or any part of it or interest in it; (iii) taxes computed upon the basis of the net income or payments derived from the Site by Landlord or the owner of any interest in it; (iv) taxes imposed on the Landlord's capital invested in the Property or the Site; (v) any corporate income, profits, excess profits, and business tax imposed upon the income of Landlord and any other impost of a personal nature charged or levied against Landlord; and, (vi) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are adopted by any public authority after the date of this Lease. Landlord shall pay all amounts in connection with clauses (i) to (vi) inclusive of this Section 11(a) and if Landlord shall fail to do so prior to the delinquency of such taxes or other amounts, Tenant shall have the right to pay such amounts, in which case Landlord shall reimburse Tenant for such amounts upon Tenant's written demand.

(b) Despite the foregoing provisions in Section 11(a), if the Property experiences any increase in the amount of real property taxes assessed solely as a result of the installation of the Generating Facility on the Site, including any reclassification of the Property, Tenant shall pay or reimburse Landlord an amount equal to the increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Landlord provides Tenant with copies of the applicable current and past statements of real estate taxes payable for the Property and any related information demonstrating the reasons for any increase in real estate taxes.

(c) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; *provided, however*, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

12. LIABILITY AND INDEMNITY

(a) Indemnification. Each party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, shareholders, members, managers, employees, representatives, mortgagees and agents (collectively the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including reasonable lawyers' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Site or the Easement Lands; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

(b) No Consequential Damages. Despite any provision in this Lease to the contrary, neither Tenant nor Landlord shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Tenant or Landlord from seeking and obtaining general contract damages and/or specific performance for a breach of this Lease.

(c) Surface Damage. The parties anticipate and acknowledge that Landlord may suffer damage to crops, grass, fences, and other property or improvements on the Property during Tenant's construction, installation, decommission, relocation, and maintenance of the Generating Facility on the Site. Tenant shall pay Landlord fair compensation for any such losses or damage, and, if the parties cannot reach agreement on the amount that would constitute fair compensation, the issue shall be submitted to arbitration by a single arbitrator to be agreed upon by the parties. However, after construction is complete, Tenant shall not be responsible to pay Landlord any losses of income, rent, business opportunities, profits or other losses arising out of Landlord's inability to grow crops or otherwise use the Property (including the Site) or the Easement Lands.

(d) Surface Damage Upon Termination/Decommission. Upon termination of this Lease or the decommissioning of the Generating Facility located on the Site, Tenant shall bear all costs and expenses of removing the Generating Facility and all equipment associated with it, with damages to Property being assessed and determined as set out in Section 12(c).

(e) Waiver. The express remedies and measures of damages provided for in this Lease shall be the sole and exclusive remedies for a party under this Lease and all other remedies or damages at law or in equity are waived.

13. ASSIGNMENT AND SUBLETTING; PROTECTION FOR LENDERS

(a) Neither party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other party, which consent shall not be unreasonably withheld. Despite the foregoing, Tenant or its successors or assigns or sublessees may, without securing Landlord's consent, assign any of its rights, duties or obligations under this Lease, provided that any such assignee agrees in writing to be bound by the terms and conditions of this Lease and such assignment is: (i) to one or more of Tenant's Affiliates; (ii) to any present or future purchaser or lessee of the Generating Facility and/or the power generated by the Generating Facility; (iii) to any person or entity succeeding to all or substantially all of the assets of Tenant; (iv) to a successor entity in a merger or acquisition transaction; or (v) to one or more lenders (a "**Lender**") (whether they are Affiliates of or third parties to Tenant) in connection with a financing (including a tax equity financing or a financing by sale-and-leaseback). The Tenant shall notify the Landlord of any assignment of its rights, duties or obligations under this Lease. Following any such assignment in subsections (i) through (iv) above, the assigning Tenant shall be released from any obligations arising under this Lease from and after the date of such assignment.

(b) Tenant and its successors and assigns may, at any time and from time to time, without securing Landlord's consent, sublease or grant sub-easements with respect to any or all of Tenant's right, title and interest in this Lease to any person or entity. With respect to any such sublease or sub-easement: (i) the term thereof shall not extend beyond the term of this Lease; (ii) such sublease or sub-easement shall be expressly made subject to all of the terms and conditions of this Lease; and (iii) no such sublease or sub-easement shall be effective unless in writing. Landlord agrees to enter into a non-disturbance and attornment agreement with any sublessee or holder of a sub-easement in a form reasonably approved by Landlord.

(c) With respect to an assignment pursuant to clause (v) of Section 13(a), Landlord acknowledges and agrees that, upon receipt of written direction by Lender, and despite any instructions to the contrary from Tenant, Landlord will recognize: Lender (or any third party to whom Lender has further assigned the rights of Tenant under this Lease), as the proper and lawful Tenant under this Lease of the Site with all of the rights and obligations of the Tenant under this Lease so long as Lender (or its assignee) performs the obligations of Tenant under this Lease; and, Lender's leasehold mortgage or other security from Tenant and Lender's rights to realize under such security.

(d) Landlord shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender that Landlord shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Tenant. Landlord shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(e) Landlord and Tenant agree as follows with respect to Lenders:

(i) They will not cancel, modify or terminate this Lease without the prior written consent of each of the Lenders.

(ii) Landlord agrees to notify Lender in writing (at the address to be designated by Lender upon not less than five (5) Business Days' written notice to Landlord prior to any notice by Landlord hereunder) of any act or event of default of Tenant under the Lease of which Landlord has knowledge that would entitle Landlord to cancel, terminate, annul or modify the Lease or dispossess or evict Tenant from the Site or otherwise proceed with enforcement remedies against Tenant. Lender shall have the same amount of time as Tenant, plus an additional ten (10) days with respect to any monetary default and an additional thirty (30) days with respect to any non-monetary default, to cure any default by Tenant under the Lease and Landlord shall accept such performance as if such performance was done by Tenant itself, provided that in no event shall Lender be obligated to cure any such default.

(iii) If within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination of this Lease as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall give prompt notice to the Lenders. Landlord shall, upon written request of

the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Lease by reason of default by Tenant, and shall be for a term equal to the remainder of the Term of this Lease and upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease, the Lender shall (a) pay Landlord any amounts which are due Landlord from Tenant, (b) pay Landlord any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease, and (c) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Tenant, including but not limited to the agreement for indemnification, to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease.

(v) Landlord waives any lien it may have, by operation of law or otherwise, in and to the Generating Facility or to any personal property of Tenant. Landlord further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Landlord's lien, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of Lender.

(vi) Landlord consents to Lender's security interest in the Generating Facility and waives all right of distraint or seizure for rent and all claims and demands of every kind against the Generating Facility, such waiver to continue so long as any sum remains owing from Tenant to the Lender. Landlord agrees that the Generating Facility shall not be subject to distraint or execution by, or to any claim of, Landlord.

(vii) Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent a Lender from the Site and the Property and the Easement Lands for the purpose of inspecting the Generating Facility.

(viii) At the request of Lender, Landlord shall enter into an agreement with Lender providing for the matters set out above in this Sections 13 (a) to (e), inclusive, affecting Lender, on terms satisfactory to Lender, Landlord and Tenant, each acting reasonably.

14. EVENTS OF DEFAULT

Each of the following shall constitute an event of default, which shall permit the non-defaulting party to pursue such remedies as may be available at law or equity (subject to Section 12(b) and Article 13):

(a) any failure by Tenant to pay any Rent pursuant to Article 3 when due hereunder if the failure to pay continues for thirty (30) days after written notice from Landlord;
or

(b) any other material breach of this Lease by either party that continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

15. CONDEMNATION

Should title or possession of all of the Property or the Easement Lands be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property or the Easement Lands wholly unsuitable for Tenant's use, then this Lease shall terminate upon such vesting of title or taking of possession. In the event of condemnation of only a portion of the subject Property or the Easement Lands, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Also, Tenant or Tenant's designee or assignee shall have the right to participate in any settlement discussions involving Landlord and the condemning authority. Landlord shall receive all condemnation payments except that Tenant is entitled to any amount awarded to compensate for: 1) the removal or relocation of the Generating Facility; 2) loss or damage to any portion of the Generating Facility which Tenant cannot remove or is required not to remove; and 3) loss of use or value of this Lease.

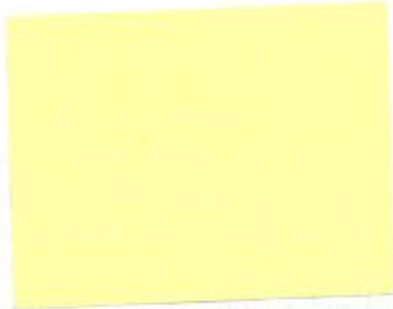
16. MISCELLANEOUS

(a) Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Indiana.

(b) Jurisdiction. Each party agrees: (i) that any action or proceeding relating to this Lease may (but need not) be brought in any court of competent jurisdiction in the State of Indiana, and for that purpose now irrevocably and unconditionally submits to the jurisdiction of such court in the State of Indiana; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding in the State of Indiana on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court of the State of Indiana as contemplated by this Section 16(b).

(c) Notices. Any notice or communication required or permitted under this Lease shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) fax, addressed as follows:

If to Tenant:
Hexagon Energy, LLC
321 E. Main St.
Suite 500 Attn: Legal
Charlottesville, VA 22902
Phone: (434) 227-5090



or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance with this Section. Any such notice or communication shall be deemed to have been delivered: if by personal delivery, when actually received by the addressee or a representative of the addressee at the address provided above; or, if by fax, upon electronic confirmation of receipt by the receiving fax machine.

(d) Publicity. Except as otherwise required by law, government regulations or the requirements of any securities exchange, neither party shall make any public release or announcements regarding this Lease or the subject matter hereof without the other party's written consent.

(e) Severability. If any clause, provision or section of this Lease is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions herein.

(f) Entire Agreement. This Lease constitutes the entire agreement between the parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease.

(g) Counterparts and Fax or Email/Pdf. This Lease may be executed in counterpart or by fax, or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

(h) Amendments. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

(i) Further Assurances. Each of the parties shall from time to time do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms, intent and purposes of this Lease.

(j) Estoppel Certificates. Either party, without charge, at any time and from time to time, within ten (10) Business Days after receipt of written request by the other party to this Lease, shall deliver a written certificate, duly executed, certifying to such requesting party (or any other Person specified by such requesting party):

(i) that this Lease is unmodified and in full force and effect, or if it has been modified, that the Lease is in full force and effect as so modified, and identifying any such modification;

(ii) whether, to the knowledge of such party, there are then existing any offsets or defenses in favor of such party against the enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying them, and also whether, to the knowledge of such party, the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and, if not, specifying them;

(iii) the dates to which rent and all other charges under this Lease have been paid; and

(iv) such other information or statements regarding the status of this Lease as may be reasonably requested by a party or a party's lender.

Any such certificate given under this Lease may be relied upon by the recipient of it, except to the extent the recipient has actual knowledge of facts contrary to those contained in the certificate.

(k) Registration. Landlord consents to and hereby appoints Tenant as its attorney in fact for the purpose of registering a short-form or memorandum of this Lease in the applicable land registry office where the Site is located. Tenant shall be entitled to, and is hereby authorized to, file one or more financing statements or notices of security interest in such jurisdictions as it deems appropriate with respect to the Generating Facility in order to protect its rights in the Generating Facility or in connection with the grant of a security interest in the Generating Facility to any Lender. Landlord agrees to execute a short-form or memorandum of this Lease upon request by Tenant.

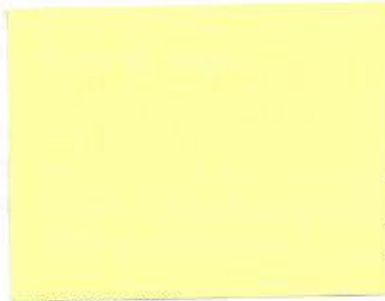
(l) Unavoidable Delay. If either party to this Lease shall be unable to perform any of the terms, obligations, or conditions contained in this Lease due to Unavoidable Delay, then such party shall be deemed not to be in default under the Lease for the period of such delay and the time for the performance of any such term, obligation or condition shall be extended for the period of such delay. However, despite anything contained in this Lease to the contrary, nothing in this subsection shall relieve the Tenant from payment of rent as required in this Lease and insolvency or lack of funds shall not relieve any party to this Lease from fulfilment of any obligation arising from any part of this Lease.

(m) Attorneys Fees. In the event of litigation or arbitration for the interpretation, enforcement, termination or cancellation hereof, or for damages resulting from a default hereunder, or which in any manner relates to this Lease, the prevailing party shall be entitled to recover from the other party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

[Signature page to follow]

IN WITNESS OF WHICH, the parties have executed and delivered this Lease as of the date first set out above.

LANDLORD



TENANT

HEXAGON ENERGY, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

Exhibits:

- A - Property
- B - Site
- C - Easement Lands

Schedules:

- 7A - Permitted Liens
- 7B - Hazardous Materials