

## COMPENSATION AGREEMENT

This Compensation Agreement (the “Agreement”), is made by and between Marion County Solar Project, LLC (the “Company”) and THE BOARD OF COMMISSIONERS OF MARION COUNTY (the “County”), a political subdivision of the State of Ohio (the “State”).

Section 1. Definitions. In addition to or supplementing words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Distributed Compensation Amount” means \$700,000.00, calculated as \$7,000 per megawatt of nameplate capacity (100 megawatts) of the Project, paid by the Company, and allocated to the each applicable taxing district in the same manner as tangible personal property tax for the applicable Exemption Year.

“Exemption Year” means each tax year for which the OAQDA Tax Exemption is in effect beginning in the first year when the Project is placed in service.

“Lump Sum Contribution” means \$1,000,000.00 in total, paid by the Company, and allocated to the County General Revenue Fund.

“Payment Year” means the calendar year immediately following each Exemption Year and is the year in which the Distributed Compensation Amount for such Exemption Year is distributed.

“Term” means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.

Section 2. Effective Date and Termination. This Agreement shall commence on the date the last party executes this Agreement. This Agreement, and all of its obligations, shall terminate at the conclusion of the Term.

Section 3. Payment of Distributed Compensation Amount. The Company shall cause to be paid annually the Distributed Compensation Amount to the County for each Exemption Year during the Term. The annual Distributed Compensation Amount shall be paid to the County no later than the final date for payment of taxes on public utility personal property on the real and public utility personal property tax list for each Payment Year during the Term. Such payments shall not exceed the Distributed Compensation Amount. Any payment made by the Company pursuant to Section 3 of this Agreement shall be accompanied by an accounting prepared by the Company demonstrating the calculation of the Distributed Compensation Amount.

Section 4. County Distribution of Distributed Compensation Amount. The Distributed Compensation Amount is to be allocated to the applicable taxing districts in the same manner as tangible personal property tax. No later than thirty (30) days after receipt of the Distributed Compensation Amount, the County shall distribute the applicable portion of the Distributed Compensation Amount to the applicable taxing district, together with an accounting of the allocation of the portion of the Distributed Compensation Amount for such year.

Section 5. Payment of Lump Sum Contribution. The payment of the Lump Sum Contribution shall be governed by the following terms:

- a. No later than sixty (60) days after the commencement of construction of the Project, the Company shall make a payment of \$1,000,000.00 to the County General Revenue Fund. For the purpose of this provision, the “commencement of construction” shall mean the installation of the first post to support the solar panel racking for the Project. Under this Agreement, “commencement of construction” shall not include work being completed by the local transmission service provider in order to allow the project to interconnect into the transmission system (specifically at the substation).
- b. No later than sixty (60) days after the commencement of commercial operation of the Project, the Company shall make a second payment of \$1,000,000.00 to the County General Revenue Fund. For the purpose of this provision, the “commencement of commercial operation” shall mean the delivery of power from the Project to an offtake customer or a commercial sale of the Project’s energy output into PJM Interconnection’s wholesale market.

Section 6. County Consents and Waivers. In return for the Company’s agreement to make the payments provided by this Agreement, the County hereby agrees that the payments to the County provided for herein are the only compensation to be received by the County in connection with the OAQDA Tax Exemption, and is in lieu of any other compensation that may be provided to the County in connection with the same, including any compensation payments that might otherwise have been required under Ohio Revised Code Section 5727.75.

Section 7. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 8. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

Section 9. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Company: Marion County Solar Project, LLC  
422 Admiral Boulevard  
Kansas City, Missouri 64106

If to the County: Marion County Board of Commissioners  
Attn: President of Board  
222 W. Center Street  
Marion, Ohio 43223

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 9. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

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By: /s/ William J. Owen  
 Approved as to Form  
 William J. Owen  
 Assistant Prosecuting Attorney

ACKNOWLEDGEMENT AND CONSENT

The undersigned officer of the Ridgedale Local School District, Marion County, Ohio, does hereby acknowledge receipt and approval of the foregoing Compensation Agreement, consents to the terms of the OAQDA Exemption, and agrees to receive as compensation in connection with the OAQDA Exemption its allocable portion of the Distributed Compensation Amount, as set forth herein.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT AND CONSENT

The undersigned officer of the Marion Township, Marion County, Ohio, does hereby acknowledge receipt and approval of the foregoing Compensation Agreement, consents to the terms of the OAQDA Exemption, and agrees to receive as compensation in connection with the OAQDA Exemption its allocable portion of the Distributed Compensation Amount, as set forth herein.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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