

AGREEMENT

This Agreement, made and entered into this 1ST day of, October 2012, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government"); and EARTHMAN, LLC, a Kentucky limited liability corporation (hereinafter "Owner").

WHEREAS, the Government enacted Resolution No. 50-90, which adopted a policy for consideration of applications and approval of alternative decorative street lighting proposals;

WHEREAS, the Owner is developing a new distillery facility for Alltech, Inc. at 420 Cross Street in Lexington, Fayette County, Kentucky, and is desirous of incorporating certain decorative street lighting fixtures into the development; and

WHEREAS, the Owner has entered into an Agreement for the removal of the existing standard streetlight fixtures and the installation of decorative street lights on Cross Street and Maloney Alley near the new distillery; and

WHEREAS, the Government is willing to approve said alternative decorative street lighting proposal upon certain terms and conditions agreed upon by the parties and further set forth herein.

NOW, THEREFORE, in consideration of the premises, and upon the terms, conditions and mutual promises contained herein, it is agreed by and between the parties as follows:

1. As used in this Agreement, "project area" shall mean and include Owner's development of a new distillery facility for Alltech, Inc. on Cross Street in Lexington, Fayette County, Kentucky, (see attached Exhibit A).
2. The Owner hereby waives any right to continued use in the project area of standard streetlight fixtures previously installed by the Government and agrees, nonetheless, that the property in the project area will continue to be taxed at the normal streetlight rate.
3. The Owner agrees to have prepared at its cost a complete alternative decorative street lighting design system and installation plan, which system and plan shall be specifically subject to review and approval by the Government's Commissioner of Environmental Quality and Public Works or his designee.
4. Upon approval of said system and installation plan, the Owner may cause to be installed within the public right of way in the project area the approved alternative decorative street lighting fixtures, as more particularly described in Exhibit B

attached hereto and incorporated herein by reference, at such locations described in the design plan. If necessary, an encroachment permit shall be secured from the Government for installation within the public right of way. Any deviation from the approved alternative decorative street lighting fixture, as more particularly described in Exhibit B, shall require the prior written approval of the Government's Commissioner of Environmental Quality and Public Works or his designee.

5. The Owner shall be responsible for all maintenance cost and operating cost for the street lighting fixtures.
6. The Owner shall indemnify and hold harmless the Government against and from any and all claims, damages, causes of action and demands of any kind or nature, including attorneys' fees, arising out of or in connection with the installation, repair, maintenance, removal, encroachment and use of the alternative decorative street lighting fixtures within and upon the public right of way.
7. The Owner shall assume full responsibility for any and all physical damage to the public right of way which occurs as a result of the encroachment into public right of way and/or the removal and/or installation of street light fixtures in the project area which is not remedied to the Government's satisfaction by the person or entity causing the damage.
8. The Owner agrees to comply in all respects with all relevant portions of Resolution No. 50-90, adopted by the Government on February 8, 1990.
9. This Agreement may be terminated by the Government, with or without cause, upon sixty (60) days written notice to the Owner. If the Government provides notice of termination, the Owner shall, at their cost, remove the encroaching fixtures from the public right of way and restore the right of way to its pre-encroachment condition. If the Owner fails to remove the fixtures as provided above, the Government shall remove the fixtures and the Owner agrees to pay the reasonable cost of such removal. The Government shall have the right to seek specific performance. In the event the Government invokes the provision of this paragraph and forces the removal of the fixtures as described herein, the Government shall, at its cost, install a public street lighting system in the project area.
10. The "WHEREAS" paragraphs at the beginning of this Agreement are hereby incorporated into the body of the Agreement as if fully re-stated therein.
11. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

12. This Agreement shall run with the land and shall be binding upon the heirs, successors, assigns, and beneficiaries of the Owner

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, as of the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Jim Gray
Mayor

EARTHMAN, LLC

By: _____
Thomas Pearse Lyons
Member

STATE OF KENTUCKY)
:SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Jim Gray, Mayor of the Lexington-Fayette Urban County Government, on behalf of the Government.

My commission expires: _____

NOTARY PUBLIC, State-at-large, Kentucky

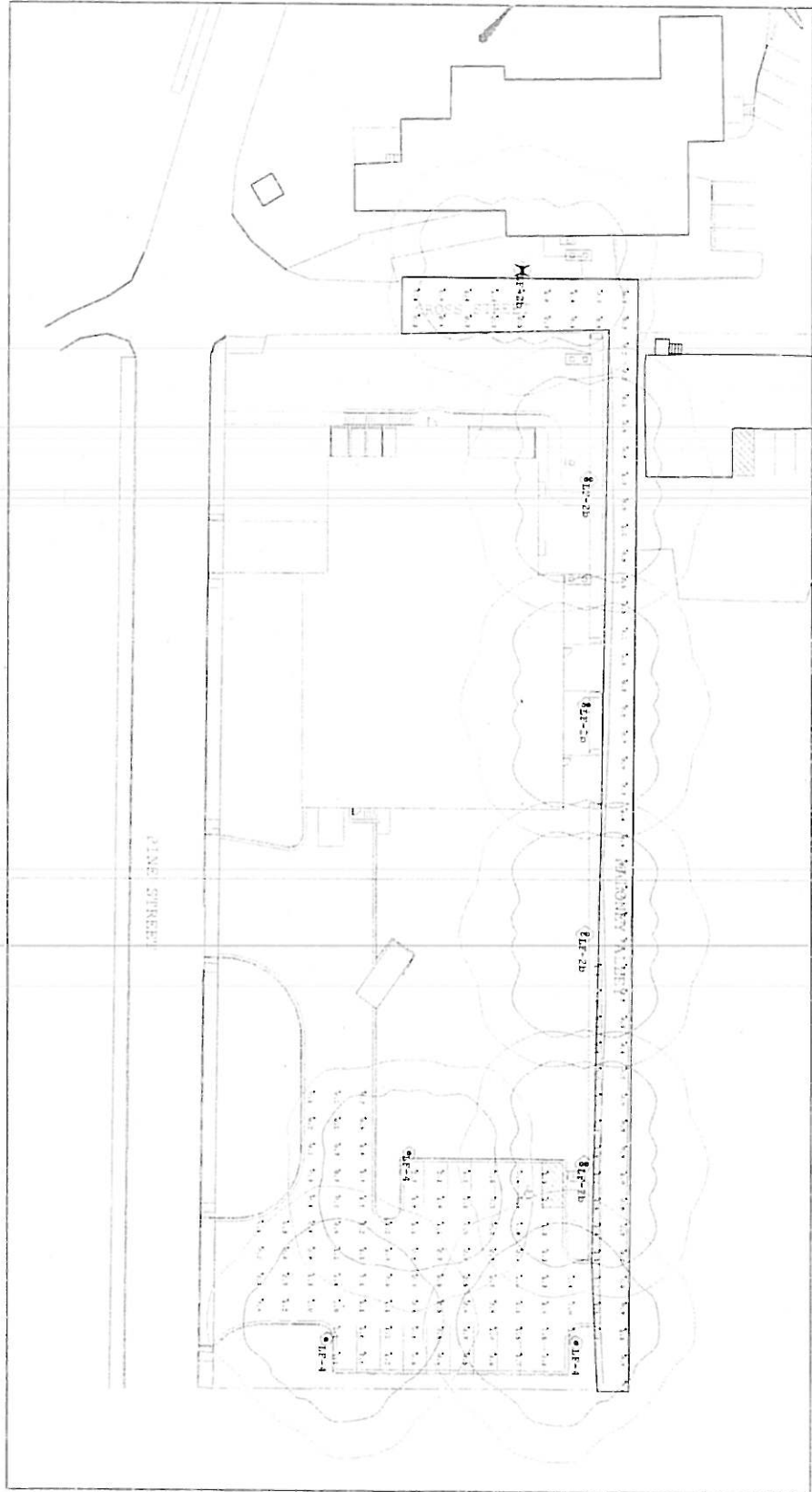
STATE OF KENTUCKY)
:SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 1ST day of October, 2012, by Thomas Pearse Lyons, sole member of Earthman, LLC who hereby also swears or affirms that he has been fully authorized by Earthman, LLC to execute this Agreement on its behalf.

My commission expires: 1.22.2015

Darren Scott Horton
NOTARY PUBLIC, State-at-large, Kentucky
Notary ID # 434130

EXHIBIT "A"



Luminaire Schedule	Label	LI/F	Description
⊙	LF-4	0.720	AIN 440-H3 150MH
⊙	LF-2b	0.720	AIN 440-H3-70MH

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Site	Fc	0.96	2.9	0.1	9.60	29.00
Roadway	Fc	0.88	2.5	0.2	4.40	12.50

NOTES:
 1. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLUMINANCE REQUIREMENTS OF THE IESNA HANDBOOK.
 2. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE IESNA HANDBOOK.
 3. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE IESNA HANDBOOK.
 4. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE IESNA HANDBOOK.

Luminaire Location Summary	
Label	Z
LF-2b	16
LF-2b	16
LF-2b	16
LF-2b	16
LF-4	16
LF-4	16
LF-4	16
LF-2b	16

AS NO. 1102 - 014 01/20/14
 01 11 - 10/20/14
 No. 1102/14
 01/20/14 01/20/14
 01/20/14 01/20/14
 01/20/14 01/20/14



NEW DISTILLERY FACILITY
 FOR
ALLTECH, inc.
LEXINGTON DISTILLERY
 420 CROSS STREET
 Lexington, Kentucky 40507

