

April 30, 2019

Ms. Tanowa Troupe, Acting Secretary
Ohio Power Siting Board
Docketing Division
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3793

Re: Case No. 18-91-EL-BGN - In the Matter of the Application of Paulding Wind Farm IV LLC for a Certificate of Environmental Compatibility and Public Need to Construct a Wind-Powered Electric Generation Facility in Paulding County, Ohio.

Compliance with Condition 1 and Ohio Administrative Code Rule 4906-4-09(I)(9) – Road Use Agreement

Dear Ms. Troupe:

On February 21, 2019, Paulding Wind Farm IV LLC (“Paulding Wind”) received a certificate from the Ohio Power Siting Board (“Board”) authorizing it to construct a wind-powered electric generation facility in Paulding County, Ohio, subject to 26 conditions, as well as the requirements set forth in the Ohio Administrative Code (“O.A.C.”) Rule 4906-4-09.

At this time, the Applicant is filing notice that it has complied with Condition 1 and O.A.C. Rule 4906-4-09(I)(9). In accordance with the Condition 1 and the commitments in the Application, and the O.A.C. Rule, the Applicant provided the attached Road Use Agreement to the Board.

We are available, at your convenience, to answer any questions you may have.

Respectfully submitted,

/s/ Christine M.T. Pirik

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COLUMBUS 56242-8 114021v1

AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS

THIS AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS (this "Agreement") is made and entered into this 24 day of April, 2019 (the "Effective Date"), by and among PAULDING COUNTY, OHIO ("County"), acting by and through its Board of Commissioners, CRANE, BENTON, BLUE CREEK, HARRISON and PAULDING TOWNSHIPS (each a "Township" and collectively, the "Townships"), acting by and through their respective Trustees (the County and the Township may be collectively referred to herein as the "Managers"), and PAULDING WIND FARM IV LLC, a Delaware limited liability company ("Wind Company"), the County, the Townships and Wind Company being referred to herein, collectively, as the "Parties" and, individually, as a "Party".

WITNESSETH:

WHEREAS, Wind Company is developing a wind-powered electric generating facility to be located in Paulding County, Ohio, consisting of wind turbines, underground electrical systems, access roads, lay-down and staging yards, a collector substation and related facilities, with a total planned nameplate capacity of 126MW, consisting of approximately 31 wind turbines (hereinafter referred to as the "Project");

WHEREAS, in connection with the development, construction, operation, or maintenance of the Project, it may be necessary for Wind Company and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns (Wind Company and, while in the performance of work for Wind Company, such other persons, collectively, the "Wind Company Parties") to: (i) transport heavy and/or oversized equipment and materials over designated haul routes on roads located in the County and the Townships, which may in certain cases be in excess of the design limits of such roads; (ii) transport certain materials, such as concrete and gravel, on such roads; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads (including to certain culverts, bridges, road shoulders, crest corrections, and other related fixtures) to permit such equipment and materials to pass; (iv) place certain electrical and/or communication cables for the Project over, adjacent to or under certain roads for the purposes of carrying electrical current to, from, between and among various parts of the Project; and (v) in the course of performing said activities, intersect directly or pass over and upon certain private drains, open ditches, or tile drains regulated by the County and/or the Townships;

WHEREAS, Wind Company acknowledges that the express consent and permission of the Managers are required to conduct the above activities, which have exclusive authority and control over County and Township roads, bridges, culverts, drains, and other County and Township property; and

WHEREAS, the Managers will permit the Wind Company Parties to perform the above activities in connection with the Project on County and Township roads, culverts, bridges, and to intersect or pass over or through said County and Township drains and rights-of-way, pursuant to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including specifically, but not limited to, consideration sufficient to support the

obligations of the Parties pursuant to Article XII, the Parties hereby agree as follows:

ARTICLE I
APPLICABILITY OF AGREEMENT;
ESTABLISHMENT OF PRE-CONSTRUCTION CONDITIONS

Section 1.1 Roadway Conditions. With respect to any County or Township road or unopened road that is identified and set forth herein as Exhibit A (together with appurtenant bridges, culverts, open ditches and tile drains, road shoulders, intersections, and all other Manager-owned or controlled property, each a "**Designated Road**" and, collectively, the "**Designated Roads**"), Wind Company will, at its expense, determine the load capacity that will be required to accommodate any increases traffic on any Designated Roads during the construction of the Project (the "**Requisite Capacity**"). Wind Company shall then undertake those studies necessary to determine the Requisite Capacity including, but not limited to, taking core samples and falling weight deflectometer testing, and the suitability of the existing pavement at reasonable intervals of each of the Designated Roads (the "**Existing Capacity**"). Wind Company shall prepare a report (the "**Road Condition Report**") providing all findings, calculations, present conditions of the Designated Roads including the Existing Capacity, the Requisite Capacity and such designs for improvement or resurfacing of the Designated Roads, and shall be stamped by a Professional Engineer of the State of Ohio. Wind Company shall deliver the Road Condition Report to the County Engineer prior to the earlier of (i) Wind Company's commencement of any improvement to such Designated Roads and (ii) any use by a Wind Company Party of such Designated Roads for the operation of an oversized or overweight motor vehicle or other equipment weighing more than eight (8) tons. The County Engineer shall have seven (7) business days after such delivery to review the Road Condition Report and provide written notice to the Wind Company of any objections to the completeness and accuracy of the Road Condition Report. The Road Condition Report shall be deemed accepted by the County Engineer, except to the extent that, and only with respect to, specifically stated objections on particular Designated Roads where the County Engineer has determined that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the County Engineer makes such a determination, the County Engineer shall, within such seven (7) business day period, provide Wind Company in writing specific objections to portions of the Road Condition Report detailing such determination, whereupon Wind Company may provide reasonable further documentation of the condition of the Designated Roads. If Wind Company disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; provided that failure of Wind Company and the County Engineer to reach agreement with respect to the condition of the portion of the Designated Roads to which the County Engineer has specifically objected shall not prevent Wind Company from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the County Engineer or delay the County's, Townships' or the County Engineer's granting of any further permits, authorizations, or consents, except to the extent that construction of the Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the County Engineer.

ARTICLE II
USE OF DESIGNATED ROADS BY WIND COMPANY

Section 2.1 Use of Designated Roads by Wind Company. In connection with the

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development, construction, operation, and maintenance of the Project, the Managers hereby acknowledge and agree that the Wind Company Parties may use the Designated Roads at any time, seven (7) days a week, 365 days a year, beginning on the Effective Date and for the duration of the development, construction, operation, and maintenance of the Project. Wind Company shall be permitted to use the Designated Roads as set forth herein, regardless of whether such roads are closed or their use by the general public is otherwise restricted by the Managers due to weather or other conditions. Such use may include the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project. Exhibit B identifies the routes over the Designated Roads that will be used for: (i) transportation and delivery of wind turbine equipment and components and other materials and equipment to be used in connection with the Project; (ii) truck transportation leaving the Project site following delivery of equipment and materials and (iii) transportation and delivery of locally sourced materials, including without limitation concrete and gravel. Exhibit C identifies the routes for movement of assembled cranes across Designated Roads. The Managers hereby agree and acknowledge that they have thoroughly reviewed the routes for transportation set forth on Exhibit B and Exhibit C and hereby agree and consent to the use of the Designated Roads by the routes for transportation set forth on Exhibit B and Exhibit C. If Wind Company desires to include additional roads or portions thereof as Designated Roads or revise crane routes, or reduce the number or distance of roads used, Wind Company shall (A) deliver an updated version of Exhibit A (additionally, Exhibit B in the case of additional Designated Roads or revised transportation routes, and Exhibit C in the case of revised crane routes) to the County Engineer that includes such additional roads, and (B) to the extent appropriate, revise or supplement the Road Condition Report in order to report on the pre-existing condition of such additional roads or portions thereof as required by Section 1.1 or delete from the Road Condition Report roads, or portions thereof, that will not be used (such updated Exhibit A, and, as necessary, any updates to Exhibit B or Exhibit C and any such supplemental report being an "**Exhibit A Update**"). The County Engineer shall have seven (7) business days after such delivery to review the Exhibit A Update. The County Engineer shall approve the Exhibit A Update except to the extent that, and only with respect to, particular Designated Roads as to which, the County Engineer determines that the Exhibit A Update proposes usage of such Designated Roads that would materially and substantially differ from usage already approved pursuant to this Agreement. If the County Engineer makes such a determination, the County Engineer shall, within such seven (7) business day period, provide Wind Company his written objection to the Exhibit A Update detailing such determination, whereupon Wind Company may provide reasonable further documentation in support of its Exhibit A Update. If Wind Company disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided that* failure to reach agreement shall not (X) prevent Wind Company from conducting Project construction activities or using Designated Roads or portions thereof that are not affected by the County Engineer's determinations, or (Y) delay the County's or the Township's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the County Engineer's objections. If the County Engineer does not give written notice of any objection to the Exhibit A Update within seven (7) business days, the Exhibit A Update shall be deemed approved by the Managers.

Section 2.2 Construction Period Meetings. Beginning with Commencement of Construction of the Project, Wind Company and the County Engineer or designated representative of the County Engineer and the Managers ("**Designee**") shall meet from time to time upon the reasonable request of a Party to discuss the expected use of the Designated Roads, including the construction

schedule and the haul routes to be used. The Designee shall have authority to act on behalf of the County Engineer, the County and the Townships. Within ten (10) business days after the execution of this Agreement by the Parties, the County Engineer and the Managers shall provide the name and contact information for their Designee. For purposes of this Section 2.2, "***Commencement of Construction of the Project***" shall mean commencement of construction of access roads, wind turbines, and associated facilities on the project site and shall not include testing and surveying (including geotechnical drilling and meteorological testing) by Wind Company to determine the adequacy of the project site for construction.

Section 2.3 Incidental Use. The Parties recognize that, while the Wind Company Parties do not currently anticipate use of roads within Paulding County during construction of the Project other than Designated Roads, the Wind Company Parties may, nevertheless, make some incidental use of roads other than Designated Roads. As used herein, "***incidental use***" shall mean use by vehicles weighing less than eight (8) tons that are not delivering materials and components used in the construction of the wind turbines of the Project. All repairs of damage caused by the Wind Company Parties during such incidental use shall be dealt with by adding any such road to the Exhibit A Update, as provided for in Section 2.1, and the performance of repairs in accordance with Section 5.1 as if such road had been a Designated Road when such damage occurred.

ARTICLE III SAFETY RESPONSIBILITIES; ROAD CLOSURES

Section 3.1 Speed Limits. All vehicles driven by the Wind Company Parties shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable. Wind Company's construction traffic will observe a 45-miles-per-hour speed limit as posted pursuant to Section 3.2 below for any vehicle with an unloaded weight in excess of eight (8) tons.

Section 3.2 Signage. During construction of the Project, Wind Company shall be responsible for placing and maintaining signage in compliance with applicable provisions of the then-current Ohio Manual of Uniform Traffic Control Devices.

Section 3.3 Notice to Schools and Emergency Agencies. Wind Company shall provide, to local schools and local law enforcement and emergency agencies (and any other agency or office reasonably designated by the County or the Townships), (i) notice of Designated Road closures (including time and expected duration) by fax and e-mail and (ii) current maps of the Designated Roads.

Section 3.4 Transportation Coordinator: Notice of Road Closures. Wind Company shall monitor the Designated Roads for damage, appropriateness of signage, and other safety issues. Wind Company shall designate a person to coordinate the transportation-related activities of the Wind Company Parties during construction of the Project (the "***Transportation Coordinator***"). In the event that Wind Company plans a proposed road closure or limited access to a Designated Road or right-of-way that may affect public safety or convenience, the Transportation Coordinator shall notify the County Engineer at least forty-eight (48) hours prior thereto. If, within eight (8) business hours after receipt of such notice, the County Engineer objects to such closure or limited access on grounds of public safety or substantial public inconvenience, the Parties shall cooperate reasonably to find an alternative to the

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planned closure or limited access or otherwise minimize disruption to County or Township road traffic and Wind Company's construction activities and schedule. If the County Engineer does not so object within such time, the County or Townships, as applicable, shall be deemed to have no objection to such planned closure. In the event that the County or Townships plan a proposed road closure or limited access to a County or Township road or right-of-way that could be reasonably anticipated to affect construction, maintenance, and operations activities related to the Project, the County Engineer shall notify Wind Company at least forty-eight (48) hours prior thereto. For purposes of this Section 3.4, a fax or e-mail shall suffice as written notice if properly given in accordance with Section 16.6 of this Agreement.

Section 3.5 Use of Designated Roads. Vehicles used by the Wind Company Parties weighing more than eight (8) tons shall travel only on County or Township roads that are Designated Roads.

Section 3.6 Dust Control.

- a. During construction of the Project, Wind Company shall use a commercially recognized dust palliative to control airborne dust created or contributed to by the Wind Company Parties on Designated Roads, after Wind Company completes the improvements and modifications required under Article IV herein but prior to any traffic used for construction, operation and maintenance of the Project as permitted herein. Watering alone shall not be considered a sufficient dust control measure, unless agreed in advance by the County Engineer. The County Engineer or his Designee may provide written request for additional dust control measures.
- b. Dust control measures required by this Agreement and requested by the County Engineer will be applied within twenty-four (24) hours of written notification.

ARTICLE IV IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

Section 4.1 Improvements and Modifications to Designated Roads. Wind Company shall complete, and the County Engineer and the Managers hereby acknowledge and agree and consent to Wind Company's completion of, such temporary modifications and permanent improvements to the Designated Roads as set forth on Exhibit D and as are reasonably necessary to accommodate the then anticipated use of such Designated Roads by the Wind Company Parties. Such temporary modifications and permanent improvements may include the widening of certain roads, crest corrections, the strengthening and/or spanning of existing culverts, bridges, roads and road beds, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads.

Section 4.2 Compliance with Standards and Designs. Wind Company agrees that all modifications and improvements to Designated Roads, including any temporary turning radius, corner or intersection wide-out, intersection or corner improvement, or driveway or entrance onto a Designated Road, shall comply with all applicable engineering standards and stamped engineering drawings that are submitted by Wind Company to the County Engineer prior to the commencement of the modifications and improvements.

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Section 4.3 Driveways and Entrances. The Managers acknowledge that Wind Company intends to install turning radii, corner or intersection wide-outs, intersection or corner improvements, culverts and driveways or entrances onto Designated Roads (collectively, "**Driveways and Entrances**") for ingress and egress to and from Designated Roads at locations identified on Exhibit E. In connection with the installation of Driveways and Entrances, the Managers hereby grant to Wind Company all such authorizations and approvals from the County and the Townships as are necessary to install the Driveways and Entrances identified on Exhibit E, subject only to Wind Company's obtaining such private land rights as are necessary to permit Wind Company to install such Driveways and Entrances as contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Designated Roads. Regardless of whether Wind Company elects to construct the Project in more than one Phase, if Wind Company desires to update Exhibit E Wind Company shall deliver an updated version of Exhibit E to the County Engineer (such updated Exhibit E being an "**Exhibit E Update**"). The County Engineer shall have seven (7) business days after such delivery to review the Exhibit E Update. The County Engineer shall approve the Exhibit E Update except to the extent that, and only with respect to, specifically stated objections that a particular proposed location would differ substantially and materially from the Driveways and Entrances already approved in this Agreement. If the County Engineer makes such a determination, the County Engineer shall, within such seven (7) business day period, provide Wind Company in writing his specific objection to the Exhibit E Update detailing such determination, whereupon Wind Company may provide reasonable further documentation in support of its Exhibit E Update. If Wind Company disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; provided that failure to reach agreement shall not (A) prevent Wind Company from conducting Project construction activities or using Designated Roads or portions thereof that are not affected by the County Engineer's determinations, or (B) delay the County's or the Townships' granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the County Engineer's objections. If the County Engineer does not give written notice of any objection to the Exhibit E Update within seven (7) business days, the Exhibit E Update shall be deemed approved by the Managers.

Section 4.4 Removal of Temporary Improvements. As soon as reasonably practicable after completion of a portion of the Project requiring any temporary improvements, all such temporary improvements shall be removed by Wind Company. However, upon written request from the County Engineer prior to removal, any such temporary improvement may permanently remain as property of the County or Townships, or as a part of a County or Township right-of-way, as applicable. In addition, upon the written request of a private, third-party landowner of property that is part of a County or Township right-of-way that contains temporary improvements, such temporary improvements may permanently remain upon the written consent of the County or Township, as applicable.

Section 4.5 Collection and Transmission System Cabling and Communication Cabling. The Managers acknowledge that Wind Company intends to install certain (i) wires, cables, conduits, and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 34.5 kV from the Project and (ii) communication wires, cables, and/or lines relating to the Project (collectively, the "**Collection Installations**") and may desire to route portions of the Installations below ground, either by boring or by cutting a trench, at locations adjacent to or under (including across) the Designated Roads or under bridges on Designated Roads (such locations being identified on Exhibit F). In addition, the Managers acknowledge and consent to (i) the installation of a 138kV generator lead line

by the Wind Company Parties that shall cross Designated Roads in locations shown in Exhibit F (the *Transmission Installations*) and (ii) the installation of the 138kV generator lead line by the Wind Company Parties adjacent to the right-of-ways of Designated Roads in the locations shown in Exhibit F (the *Adjacent Transmission Installations*). The Collection Installations, Transmission Installations, and the Adjacent Transmission Installations may be referred to collectively herein as the *"Installations"*. In connection with the Installations, the Managers hereby grant to Wind Company all such authorizations and approvals from the County and the Townships as are necessary to complete the Installations, subject only to Wind Company's obtaining such private land rights as are necessary to permit Wind Company to complete the Installations and make the modifications and improvements to the Designated Roads contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Designated Roads. Each trench cut across a County or Township road shall be backfilled, compacted, and otherwise repaired as reasonably required to restore the County or Township road to its structural condition prior to such cut. The Managers acknowledge that the wires and crossarms of the Adjacent Transmission Facilities may encroach into the airspace of the right-of-ways in the locations shown on Exhibit F. The Managers authorize and agree to such encroachment during the term of this Agreement. Regardless of whether Wind Company elects to construct the Project in more than one Phase, if Wind Company desires to update Exhibit F, Wind Company shall deliver an updated version of Exhibit F to the County Engineer (such updated Exhibit F being an *"Exhibit F Update"*). The County Engineer shall have seven (7) business days after such delivery to review the Exhibit F Update. The County Engineer shall approve the Exhibit F Update except to the extent that, and only with respect to, a determination by the County Engineer that a proposed Installation would differ substantially and materially from the Installations already approved by this Agreement. If the County Engineer makes such a determination, the County Engineer shall, within such seven (7) business day period, provide Wind Company in writing his specific objection to the Exhibit F Update detailing such determination, whereupon Wind Company may provide reasonable further documentation in support of its Exhibit F Update. If Wind Company disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided that* failure to reach agreement shall not (A) prevent Wind Company from conducting Project construction activities or using Designated Roads or portions thereof that are not affected by the County Engineer's determination, or (B) delay the County or the Townships granting any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the County Engineer's objections. If the County Engineer does not give written notice of any objection to the Exhibit F Update within seven (7) business days, the Exhibit F Update shall be deemed approved by the Managers.

ARTICLE V

ROAD REPAIR DURING CONSTRUCTION PERIOD

Section 5.1 Obligation to Repair County and Township Roads During Construction. During a period beginning on the Commencement of Construction of the Project and ending on the date which Wind Company provides the County the Notice of Final Completion of Construction (as defined below) (the period being hereafter defined as the *"Construction Period"*), if any of the Designated Roads, including bridges, culverts, signage, or other road fixtures, is damaged by the Wind Company Parties and such damage is a threat to the safe use of the Designated Roads, as reasonably determined by the County Engineer, Wind Company shall repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the Designated Roads or other property to the condition it was in prior to such damage. In the event there is any damage caused by a crane crossing a Designated Road on which

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Wind Company traffic remains below overweight permit load levels as shown on Exhibit A-1 ("***Below Permit Level Roads***") Wind Company shall repair such damage, at its expense, prior to issuing the Final Notice of Completion of Construction. The Parties shall rely upon the Road Condition Report to determine whether the repair has been performed in accordance with the standard set forth in this Section 5.1. Subject to considerations of safety, the presence of emergency conditions, and the costs of such repairs, any repair and restoration shall commence and be completed promptly by Wind Company. Following completion of such repair, the County Engineer and Wind Company shall jointly inspect the repair to confirm that it has been completed satisfactorily. The County Engineer, the County and the Townships understand and agree that Wind Company is not responsible for any damage to County or Township roads (including, but not limited to, the Designated Roads), County or Township-owned drainage tile, or related appurtenances that is not caused by a Wind Company Party.

Section 5.2 Failure to Repair. If Wind Company fails to repair any Designated Roads that Wind Company is required to repair pursuant to Section 5.1 above, the County Engineer may request in writing that Wind Company perform such repair. If Wind Company fails to commence such repairs within seven (7) days after Wind Company receives the County Engineer's written notice and thereafter to maintain reasonable progress in the performance of such repairs, then the Managers may make such repairs and shall invoice Wind Company for costs incurred in connection with the repairs. To the extent that the County or Townships make such repairs itself (rather than engaging an outside contractor to do so), then notwithstanding anything to the contrary in this Agreement, the reimbursement of costs may include allocable, direct internal labor costs (not administrative personnel or expenses) and reimbursement for usage of powered equipment (based on commercially reasonable equipment rental rates). Wind Company shall pay all amounts due pursuant to this Section 5.2 within thirty (30) business days following written receipt of the invoice. If Wind Company fails to pay such invoice within thirty (30) business days following receipt of the invoice, the County Engineer may enforce its rights to collect the amount set forth in such invoice against the Performance Bond described in Section 7.1 below, whereupon Wind Company shall be relieved of any further obligation or liability regarding the Resident Complaint.

Section 5.3 Community Complaint Resolution. During the Construction Period, Wind Company shall investigate any complaint it receives from a resident of Paulding County ("***Resident***"), or from any of the County Engineer on behalf of such Resident, that reasonably and credibly alleges damage to such Resident's personal property resulting from Wind Company's failure to fulfill its obligations under Section 5.1 to repair a Designated Roads and related appurtenances. If Wind Company disagrees that the Resident's personal property damage resulted from damage to a Designated Road or appurtenance caused by Wind Company Parties or that such personal property damage was caused, in whole or in part, by Resident's negligence, Wind Company shall so notify the County Engineer in writing within thirty (30) days after receiving written notice of the complaint ("***Resident Complaint***"). If Wind Company agrees that Resident's personal property damage was the result of damage caused by Wind Company Parties to any of the Designated Roads or appurtenances and that such personal property damage was not in any part caused by Resident's negligence, Wind Company shall resolve such complaint by repairing or replacing such personal property or by reimbursing Resident the cost of repairing or replacing such personal property actually incurred as evidenced by an itemized invoice for such repair or replacement. If Wind Company agrees with the Resident Complaint but fails to resolve such complaint within one hundred eighty (180) days after it receives the Resident Complaint from a

Resident, or from the County Engineer on behalf of the Resident, then the County Engineer may enforce its rights to collect against the Performance Bond as described in Section 7.1 below in an amount equal to the amount reasonably and actually incurred to repair or replace the personal property as evidenced by an itemized invoice for the same, whereupon Wind Company shall be relieved of any further obligation or liability regarding the Resident Complaint. The Resident Complaint shall contain a description of the damage, the date and time and location that such damage was sustained, a photograph of the damage (if reasonably obtainable), and an estimate of the cost of repair or replacement, as applicable.

ARTICLE VI COMPENSATION FOR USE OF DESIGNATED ROADS

Section 6.1 Wind Company Payment. As full compensation for the Wind Company's use of the Designated Roads as set forth herein, Developer agrees to pay to the County an up-front, lump sum payment in the amount of FOUR MILLION SEVENTY THOUSAND AND 00/100 DOLLARS (\$4,070,000.00) (the "***Wind Company Payment***") within sixty (60) days of the Effective Date. The Parties hereby expressly agree and acknowledge that the Wind Company Payment shall constitute payment in full to the Managers for the following and the other promises of the Managers contained in this Agreement:

- a. the use of the Designated Roads by Wind Company and Wind Company Parties during the term of this Agreement;
- b. all necessary maintenance and repairs (subject to Article V herein), of the Developer Roads during the Construction Period;
- c. all necessary maintenance and repairs of Designated Roads carried out by the County following the Construction Period pursuant to Section 6.2; and
- d. all other necessary repairs and maintenance of Designated Roads by the County during the operation, maintenance and decommissioning of the Project.

Section 6.2 Post Construction Restoration. Wind Company shall promptly notify the County (i) upon the completion of construction activities at the project site (the "***Notice of Final Completion of Construction***") or, at Wind Company's sole option, upon the completion of construction activities at portions of the project site (the "***Notice of Completion of Construction***"). Promptly upon receipt of such notice from Wind Company, County shall repair, or pay for the repair, of all damage to the Designated Roads resulting from Wind Company's use of the Designated Roads during the Construction Period. All repairs and reconstruction of the Designated Roads shall be carried out by the County pursuant to the Exhibit D. County agrees and acknowledges that all repairs and restoration carried out pursuant to this Section 6.3 shall be completed no later than one year from receipt of Notice of Final Completion of Construction. It being agreed and acknowledged by the Parties that the Wind Company Payment shall be Wind Company's only obligation to the Managers for any damage to the Designated Roads resulting from Wind Company or Wind Company Parties activities during the Construction Period. Therefore, the Managers hereby take full responsibility for all costs and expenses required to repair and restore any damage to the Designated Roads due to Wind Company's activities during the Construction Period.

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Section 6.4 Repair Upon Completion of Decommissioning Activity. If any County or Township road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any Manager-owned drainage tile or open ditch, is damaged by the Wind Company Parties when Wind Company terminates the Project or any Phase of the Project and decommissions the Project or such Phase ("**Decommissioning**") in accordance with the requirements set forth in the Opinion, Order, and Certificates of the Ohio Power Siting Board in Case No. 18-91-EL-BGN and Case No. 18-1293-EL-BTX (collectively, the "**Certificates**"), Wind Company shall repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the damaged road or related appurtenances to the condition it was in prior to such damage. With respect to damage to a County or Township road or related appurtenances occurring during Decommissioning, the Parties shall rely upon a Road Condition Report prepared prior to the commencement of Decommissioning Activity and a Road Condition Report prepared upon completion of Decommissioning to determine whether the repairs have been performed in such a manner as to restore the roads and related appurtenances to the condition they were in prior to Decommissioning ("**Pre-Decommissioning Condition**"). Following completion of such repairs and restoration, the County Engineer and Wind Company shall jointly inspect the repairs and restoration to confirm that they have been completed satisfactorily. The County Engineer shall provide a letter to Wind Company accepting the repairs and restoration of the roads and/or related appurtenances within seven (7) days after such determination that such repairs and restoration have returned the applicable roads and related appurtenances to their Pre- Decommissioning Condition ("**Decommissioning Acceptance**"). The County Engineer, the County and the Townships understand and agree that Wind Company is not responsible for any damage to County or Township roads, County or Township-owned drainage tile, or related appurtenances that is not caused by a Wind Company Party. The provisions of Section 5.2 above shall apply to any failure of Wind Company to comply with its obligations under this Section 6.4, except that the Managers may draw on the "Road Decommissioning Assurance" described in Section 7.3 below for reimbursement of any amounts spent by the Managers repairing any County or Township road or related appurtenances to its Pre-Decommissioning Condition.

ARTICLE VII

WIND COMPANY PERFORMANCE ASSURANCES

Section 7.1 Performance Bond. Wind Company shall secure and provide to the County Engineer, for the benefit of the County and the Managers, a performance bond in an amount equal to TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) and in the form reasonably acceptable to the Managers (the "**Performance Bond**"). The Performance Bond shall be security for Wind Company's payment obligations set forth in Section 5.2 and Section 5.3 herein. Wind Company shall maintain the Performance Bond until the expiration of the Construction Period.

Section 7.2 Reserved.

Section 7.3 Road Decommissioning Assurance. In compliance with the conditions of the Certificates, Wind Company shall provide financial assurance to the Managers that it will restore County and Township Roads and related appurtenances, including bridges, culverts, signage, or other road fixtures, or any Manager-owned drainage tile or open ditch, by posting, at Wind Company's discretion, a performance bond issued by a surety licensed to do business in Ohio and approved by the Managers, a parent guaranty, an irrevocable letter of credit, cash deposit, or other form of financial guarantee, or

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combination of the foregoing in a form reasonably acceptable to the Managers (the "**Road Decommissioning Assurance**") prior to the commencement of Decommissioning by the Wind Company Parties.

- e. The Road Decommissioning Assurance shall name the County and the Townships as beneficiaries and shall remain in full force and effect during Decommissioning and continue in full force and effect until the date of Decommissioning Acceptance, except as otherwise set forth below. Upon such Decommissioning Acceptance, (i) the Road Decommissioning Assurance shall be extinguished and shall be of no further effect; and (ii) the Managers shall return to Wind Company any original instrument (or the cash deposit) evidencing such Road Decommissioning Assurance; provided however, that in no event shall the Road Decommissioning Assurance remain in force and effect longer than one (1) year after Wind Company notifies the County Engineer that Decommissioning has been completed.
- f. The applicable Manager may draw upon the Road Decommissioning Assurance only if and to the extent that Wind Company fails or refuses to perform repairs or to pay the cost of performing repairs under Section 6.3 of this Agreement. Draw conditions for the Road Decommissioning Assurance shall include the following: The County Engineer and a member of the County's Board of Commissioners or a Township Trustee shall certify that all draw conditions, which shall include the following, have been met: (i) the applicable Manager and the County Engineer have complied with the requirements of Section 6.3; (ii) Wind Company has failed or refused to perform repairs or to pay the cost of performing repairs under Section 6.3 of this Agreement; (iii) the County or Townships, as applicable, have performed such work (or had such work performed for it); (iv) the County or Townships, as the case may be, have incurred expenses for the performance of such work; and (v) the Manager has provided reasonable documentation to Wind Company evidencing the amount of such expenses. If the Manager draws upon the Road Decommissioning Assurance, the County Engineer shall provide a full accounting of the amount of the draw(s) and costs of repair to Wind Company.
- g. The Road Decommissioning Assurance shall be in an amount equal EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) per mile of Designated Road.

ARTICLE VIII WARRANTY

All materials supplied and workmanship performed by the Wind Company Parties in the performance of Wind Company's obligations required under this Agreement shall meet the compliance standards set forth in Section 4.2 of this Agreement and be free from defects for a period of one (1) year after the completion of such work. THE WARRANTIES SET FORTH IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY WIND COMPANY UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND WIND COMPANY DISCLAIMS ANY AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

add

ARTICLE IX
FINES

Section 9.1 Imposition of Fines. Upon written notice to Wind Company (given by fax and by e-mail directed to the fax number and e-mail address provided by Wind Company for such purpose) of Wind Company's non-compliance with certain provisions of this Agreement and Wind Company's failure or refusal to abate, correct, or otherwise remedy such non-compliance, the County may impose a fine upon Wind Company, as indicated in Sections 9.2 and 9.3 below. Fines are imposed for each day of the same incident of non-compliance after expiration of the applicable notice/cure period.

Section 9.2 Amount of Fines; Notice and Cure. Provisions the non-compliance with which shall subject Wind Company to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

Section	Amount	<u>Notice/Cure Period</u>
3.1 (speeding)	\$500	No cure period
3.2 (signage)	\$500	24 hours for non-custom, non-specialty signs; 72 hours for custom or specialty signs. Provided, that to the extent that a permanent sign is not available through the use of reasonable diligence, temporary signs are permissible and effective in avoidance of any fine that might otherwise be assessed.
3.5 (Designated Road Use)	\$1,000	No cure period
3.6.b (dust control)	\$500	24 hours

Section 9.3 Payment of Fines. Wind Company shall pay all fines to the County within thirty (30) days of receipt of proper notice of a fine.

add

ARTICLE X COUNTY INSPECTOR

The County may retain an inspector ("*County Inspector*") during construction of the Project. The County Inspector shall inspect Wind Company's repairs to Designated Roads and provide written acknowledgement that such repairs appear to have been made in accordance with this Agreement, where such is the case or, where such is not the case, so inform Wind Company and the County Engineer and act as liaison between Wind Company and the County Engineer in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Wind Company of any damage noted by the County Inspector in the performance of the County Inspector's duties. Within thirty (30) days after full execution of this Agreement by the Parties, Wind Company shall remit to the County Engineer the amount of FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) (on a per Phase basis, if applicable) as reimbursement in full for the County's costs and expenses to retain the County Inspector to perform such duties.

ARTICLE XI MUTUAL HOLD HARMLESS AND INSURANCE PROVISIONS

Section 11.1 Wind Company Hold Harmless Agreement. Wind Company hereby releases and agrees to indemnify and hold harmless the County, the Townships and their respective officers, employees, elected or appointed officials (including the County Engineer), and agents, and their respective heirs, executors, administrators, successors, and assigns (hereinafter collectively "*Managers' Releases*") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorneys' fees), and demands against the Manager's Releases arising out of or relating to the performance by Wind Company of its obligations under this Agreement. More particularly, but without limiting the foregoing, Wind Company hereby releases the Manager's Releases and agrees to indemnify and hold harmless the Manager's Releases from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees), and demands ("*Losses*") arising directly or indirectly from any personal injury, death, or property damage arising out of the use, construction, modification, repair, or improvement, by Wind Company, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives, of any Designated Road.

Section 11.2 The Managers' Hold Harmless Agreement. Each of the County and the Townships hereby release and agree to indemnify and hold harmless Wind Company and its members, officers, directors, contractors, subcontractors, employees, and agents, and each of their respective employees, heirs, executors, administrators, successors, and assigns (hereinafter collectively "*Wind Company Releases*") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorneys' fees), and demands against the Wind Company Releases arising out of or relating to the performance by the County, the Townships and the County Engineer, as applicable, of its obligations under this Agreement. More particularly, but without limiting the foregoing, each Manager hereby releases the Wind Company Releases and agrees to indemnify and hold harmless the Wind Company Releases from any and all Losses arising directly or indirectly from any personal injury, death, or property damage arising out of the use, construction, modification, repair, or improvement of any Designated Road by the County or the Townships, as applicable (including, but not limited to, all restoration or repairs carried out pursuant to Section 6.2), and their respective employees, agents,

add

representatives, suppliers, or contractors, or their respective employees, agents, or representatives; provided that, the Managers' aggregate liability to the Wind Company Releases hereunder shall be limited to proceeds recovered under the insurance required pursuant to Section 11.4.

Section 11.3 Wind Company Insurance. Wind Company shall obtain and maintain throughout the development, construction, operation, and maintenance of the Project workers' compensation insurance as required by the State of Ohio and commercial general liability insurance, written on an occurrence form and in an aggregate amount equal to Ten Million Dollars (\$10,000,000). Wind Company may utilize any combination of primary and/or excess insurance to satisfy this requirement, and shall provide reasonable proof of insurance upon written request by the Managers. The Manager Releases shall be included as additional insureds on the Wind Company's liability policy.

Section 11.4 Managers' Insurance. The Managers shall obtain and maintain, throughout the duration of this Agreement, commercial general liability insurance, written on an occurrence form, with liability limits of not less than Two Million Dollars (\$2,000,000) combined single limit coverage. The Managers shall provide reasonable proof of insurance upon written request by the Wind Company.

ARTICLE XII

PERMITS; SALES AND USE TAXES

Section 12.1 Permits. The Managers hereby permit, authorize, and consent to the Installations, the Driveways and Entrances, and to Wind Company's use, maintenance, and upgrading of the Designated Roads, as described in this Agreement and Exhibits A through F. Each of the County and the Townships acknowledge and affirm that, as of the date of the Agreement, Wind Company requires no further licenses, permits, or approvals to be issued or granted by the County or the Townships for the Project, or for such use, maintenance, and upgrading, of the Designated Roads, or for the construction, operation, and maintenance of the Project.

Section 12.2 Evidence of Permitting of Oversized and Overweight Loads. Promptly upon the request of Wind Company, the County Engineer shall countersign a letter in the form of Exhibit G hereto for use by the Wind Company Parties as evidence that the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project have been properly permitted by the County and the Townships.

ARTICLE XIII

WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, contractors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity (other than the indemnity obligations of the Parties as set forth in Article X with respect to claims by third parties), contribution, strict liability or any other legal theory.

ARTICLE XIV FORCE MAJEURE EVENT

Whenever performance is required of a Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided however, that if a Party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; improper or unreasonable acts or failures to act of the County, the Townships or the County Engineer; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of the Managers or Wind Company under this Agreement. If a Party experiences, or anticipates that it will experience, an event that, pursuant to this Article XV, would extend the time for performance by such Party of any obligation under this Agreement, then such Party shall provide prompt written notice to the other Party of the nature and the anticipated length of such delay.

ARTICLE XV DEFAULT AND REMEDIES

Section 15.1 Remedies Upon Default. Whenever an Event of Default (hereafter defined) occurs, the Party not in default shall have the right to terminate this Agreement and take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Party in default under this Agreement.

Section 15.2 Remedies Cumulative. The rights and remedies of the County and the Townships under this Agreement shall be cumulative and shall not exclude any other rights or remedies the County may have at law or in equity with respect to any Event of Default under this Agreement.

Section 15.3 Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute.

Section 15.4 Event of Default Defined. "*Event of Default*" means the occurrence of any one or more of the following events:

- a. Failure by any Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, and such failure continues for thirty (30) days after receipt by the defaulting Party of written notice of such failure from any non-defaulting Party.
- b. Failure by any Party to comply with any of its non-monetary obligations, covenants, agreements or conditions contained in this Agreement, and such failure continues for

add

thirty (30) days after written notice of default from any non- defaulting Party; provided that if such failure cannot reasonably be cured within the thirty (30) day period, a default shall not be deemed to have occurred if the defaulting Party begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured.

c. Any Party experiencing either of the following:

(i) Voluntarily commencement of bankruptcy, insolvency, moratorium, reorganization, stay, or similar debtor-relief proceedings, or having become insolvent or generally failing to pay its debts as they become due, or having admitted in writing its inability to pay its debts, or the making of an assignment for the benefit of creditors; or

(ii) Bankruptcy, insolvency, receivership, reorganization, or a similar proceeding having been commenced against such Party and such proceeding remaining undismissed or unstayed for a period of ninety (90) days.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.1 Project Termination. If Wind Company abandons or terminates construction of the Project, Wind Company shall provide written notice to the County, the Townships and the County Engineer of such abandonment or termination of construction. In such event, at a Party's request, the Parties shall meet to reach agreement with respect to termination of this Agreement.

Section 16.2 Reimbursable Expenses. Except as otherwise expressly provided in this Agreement, where Wind Company is required to reimburse the Managers for any expense incurred by the Managers, Wind Company shall only be required to reimburse such expenses as are reasonable, direct, reasonably documented, and which the Managers have incurred.

Section 16.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflicts of laws provisions in such state.

Section 16.4 Amendments and Integration. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in Sections 2.1, 4.2 and 4.5, this Agreement may be amended only by a written agreement signed by the Parties.

Section 16.5 Assignment.

a. Except as provided in subsections (b) and (c) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or

add

delayed; and (ii) without limiting the foregoing, in the case of the County and the Townships, such approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Wind Company pursuant to this Agreement.

- b. Wind Company may, without the consent of the County or the Townships, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to (i) any lender or equity investor (including any tax equity investor) providing financing for the Project as security for Wind Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) and (ii) any power purchaser (each, a "*Permitted Collateral Assignee*"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the County and Townships shall, upon the request of Wind Company, deliver to Wind Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Wind Company and the Permitted Collateral Assignee and which shall contain customary provisions. However, notwithstanding any provision herein to the contrary, Wind Company shall, in the event of any such collateral assignment, remain bound to the terms of this Agreement unless otherwise agreed by the Parties in writing.
- c. Wind Company may, without the consent of the Managers, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate of EDP Renewables North America LLC, provided that in each case the assignee agrees in writing to be bound by the terms of this Agreement; provided that all restrictions on assignment or transfer by Wind Company shall expire upon completion of construction of the Project.
- d. Wind Company will not be required to obtain consent of the Managers for or in connection with (i) a corporate reorganization of EDP Renewables North America LLC or any of its direct or indirect affiliates, or (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Wind Company.

Section 16.6 Notices. All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by facsimile, by e-mail or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. Notice delivered by e-mail shall be acknowledged by a documented "read receipt" or other confirmation of receipt from the addressee evidencing that the e-mail was received. All such notices, requests, demands and other communications shall be deemed to have been received by the addressee, if by first class certified mail, three (3) days following mailing; if by facsimile or e-mail, immediately following confirmed transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands and other communications shall be sent to the following addresses:

To the County and the Townships:

Paulding County Engineer's Office
801 W. Wayne Street
Paulding, Ohio 45879
Attention: Travis R. McGarvey, P.E., P.S.
Fax No.: 419-399-3363
Email: engineer@pauldingcountyoh.com

To Wind Company:

Pauling Wind Farm IV LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: General Counsel
Fax No.: 713-265-0365
Email: leslie.freiman@edpr.com

With copy to:

Pauling Wind Farm IV LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: Executive Vice President, Eastern Region
Fax No.: 713-265-0365
Email: ryan.brown@edpr.com

Pauling Wind Farm IV LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attention: Executive Vice President, Technical
Fax No.: 713-265-0365
Email: phillip.westerby@edpr.com

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Section 16.7 Exercise of Rights and Waiver. The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

Section 16.8 Independent Contractor, Relationship of the Parties. The status of Wind Company and each of the Wind Company Parties under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Wind Company and its officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County or the Townships. As an independent contractor, Wind Company shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

add

Section 16.9 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 16.10 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Exhibits referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 16.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 16.12 No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

Section 16.13 Confidentiality. All data and information acquired by the Managers and the County Engineer (including their designees, consultants, affiliates, representatives, agents, contractors and employees, the "Recipients") from Wind Company (or any of its affiliates, officers, employees, consultants, representatives, agents or contractors) in connection with the performance by Wind Company of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the Recipients to any third party, and upon request of Wind Company will be returned thereto, except that the Recipient will not be obligated to return any such information contained in documents generated by the Recipient that are stored electronically by the Recipient. With respect to any such retained electronically stored confidential information, the Recipient will continue to comply with the obligations of this Section 16.13. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Wind Company and the Recipients to perform their respective obligations under this Agreement. This provision will not prevent the Recipients from providing any confidential information or in response to the reasonable request of any government agency charged with regulating the County's or Townships' affairs; *provided* that, if feasible, the Recipient will give prior notice to Wind Company of such disclosure and, if so requested by Wind Company, will have used all reasonable efforts to oppose or resist the requested disclosure, as appropriate under the circumstance, or to otherwise make such disclosure pursuant to a protective order or other similar arrangement for confidentiality.

Section 16.14 Extraordinary Events. The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for Wind Company to replace major turbine components or make repairs to turbines or other equipment beyond ordinary maintenance ("*Extraordinary Events*"), and that transportation of turbine components or other major

equipment on overweight or oversized vehicles on or across the Designated Roads may be necessary. The Parties agree that it is impossible to predict the timing, nature, or extent to which the Designated Roads may be damaged beyond the normal amount of wear and tear by such transportation. The Parties agree that at any time during the life of the Project, when Wind Company reasonably determines that Extraordinary Events, during any sixty (60) day period, require activities which will involve more than ten (10) movements of overweight or oversized vehicles on the Designated Roads, Wind Company will give advance written notice of the intended movements to the County Engineer. In such event, the County Engineer may in its reasonable discretion require Wind Company to provide an Exhibit A Update, and Wind Company agrees to reasonably coordinate such activities in substantially the same manner provided for in this Agreement. If the Extraordinary Events require activities which will involve more than twenty (20) movements of overweight and oversized vehicles during any sixty (60) day period, the County Engineer and Wind Company will work in good faith to determine amount of any performance assurance to be reasonably required by the County and/or the Townships based on the possible damage to the Designated Roads caused by such movements.

Section 16.15 County Engineer Actions Binding. By entering into this Agreement, each of the County and the Townships hereby authorize the County Engineer to perform actions and make decisions as contemplated by this Agreement and consistent with O.R.C. Section 5543.01, and the County and the Townships acknowledge and agree that any and all actions and decisions made by the County Engineer pursuant to this Agreement shall be binding on the County and the Townships.

[Signatures appear on following page]

add.

Commissioners of Paulding County, Ohio

By: _____
Name: Tony Zartman

By: _____
Name: Roy Klopfenstein

By: _____
Name: Mark Holtsberry

Township Trustees of Benton Township, Ohio

By: 
Name: Mark Crosby

By: _____
Name: Randy Noggle

By: _____
Name: Joseph Thome

Township Trustees of Harrison Township, Ohio

By: _____
Name: Chad Benschneider

By: _____
Name: Kerry Hook

By: 
Name: Bob Young

Exhibit A



Commissioners of Paulding County, Ohio

By: Tony Zartman
Name: Tony Zartman

By: Roy Klopfenstein
Name: Roy Klopfenstein

By: Mark Holtsberry
Name: Mark Holtsberry

Township Trustees of Benton Township, Ohio

By: _____
Name: Mark Crosby

By: _____
Name: Randy Noggle

By: _____
Name: Joseph Thome

Township Trustees of Harrison Township, Ohio

By: _____
Name: Chad Benschneider

By: _____
Name: Kerry Hook

By: _____
Name: Bob Young

Exhibit A

att.


Commissioners of Paulding County, Ohio

By: _____
Name: Tony Zartman

By: _____
Name: Roy Klopfenstein

By: _____
Name: Mark Holtsberry


Township Trustees of Benton Township, Ohio

By: 
Name: Mark Crosby

By: 
Name: Randy Noggle

By: _____
Name: Joseph Thome

Township Trustees of Harrison Township, Ohio

By: 
Name: Chad Benschneider

By: 
Name: Kerry Hook

By: _____
Name: Bob Young

Exhibit A

add

Township Trustees of Crane Township, Ohio

By: Joe Sukup
Name: Joe Sukup

By: Michael Meyer
Name: Michael Meyer

By: Kevin Stuart
Name: Kevin Stuart

Township Trustees of Paulding Township, Ohio

By: Dennis Layman
Name: Dennis Layman

By: _____
Name: Mike Kauser

By: Jay Dangler
Name: Jay Dangler

Township Trustees of Blue Creek Township, Ohio

By: _____
Name: Jammie Hughes

By: Calvin Sinn
Name: Calvin Sinn

By: _____
Name: Bryce Mills

Travis McGarvey
Travis McGarvey, Paulding County Engineer

APPROVED AS TO FORM: 4-10-2019

Exhibit A

add

Township Trustees of Crane Township, Ohio

By: _____

Name: Joe Sukup

By: _____

Name: Michael Meyer

By: _____

Name: Kevin Stuart

Township Trustees of Paulding Township, Ohio

By: _____

Name: Dennis Layman

By: _____

Name: Mike Kauser

By: _____

Name: Jay Dangler

Township Trustees of Blue Creek Township, Ohio

By:  _____
Name: Jammie Hughes

By: _____

Name: Calvin Sinn

By:  _____
Name: Bryce Mills

Travis McGarvey, Paulding County Engineer

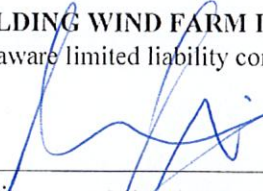
APPROVED AS TO FORM: _____


Exhibit A

add

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Use, Repair and Improvement of Roads as of the date first above written.

PAULDING WIND FARM IV LLC,
a Delaware limited liability company

By: 
Name: Miguel Angel Prado
Title: Chief Executive Officer

By: 
Name: _____
Title: Bernardo Goarmon
Executive Vice President, Finance

[Signatures of County, Townships and County Engineer appear on next page]

Signature Page

Name

Title

Exhibit A

add

EXHIBIT A

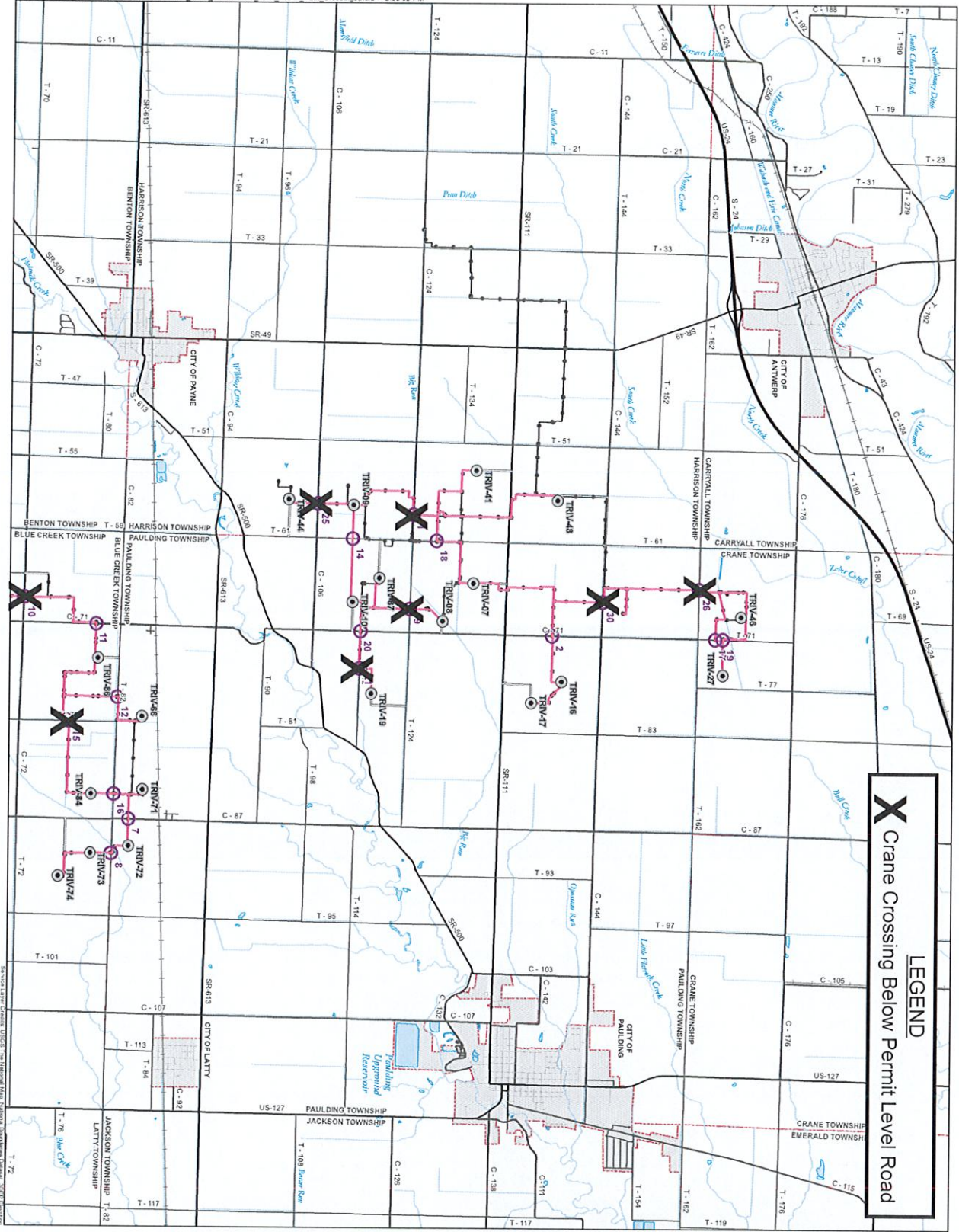
Designated Roads

Exhibit A		
Paulding Wind Farm IV LLC		
Designated Roads		
Road	Start Location	End Location
TR 162	TR 61	CR 71
CR106	TR 51	TR 61
TR 144	TR 51	CR 71
TR 33	SR 111	CR 124
CR 24	TR 57	SR 49
TR 71	CR 176	TR 162
CR 71	TR 162	106
CR 71	TR 82	SR 114
CR 79	SR 114	CR 12
TR 79	TR 82	CR 72
CR 87	SR 613	CR 72
TR 124	CR 51	CR 87
CR 124	0.25 MI. W	TR 33
TR 48	CR 49	CR 71
TR 59	TR 82	CR 72
TR 59	TR 60	114
TR 60	TR 59	CR 71
TR 61	CR 144	SR 500
TR 82	TR 71	0.5 MI. E
CR 72	TR 59	CR 71
CR 52	TR 33	TR 59
TR 51	SR 111	0.25 MI. N

Exhibit A

add

EXHIBIT A-1
Below Permit Level Roads



X Crane Crossing Below Permit Level Road

LEGEND

FISHER
ASSOCIATES

CRANE PATH CROSSING TYPES
PAULDING WIND FARM IV LLC
PAULDING COUNTY, OH

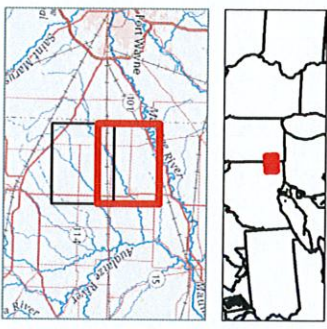
Map Revision Date: 3/6/2019 Map Author: CM

Project USGS Quad(s): Antwerp, Woodburn North, Chawood, Payne, Woodburn South, Conroy, Dixon

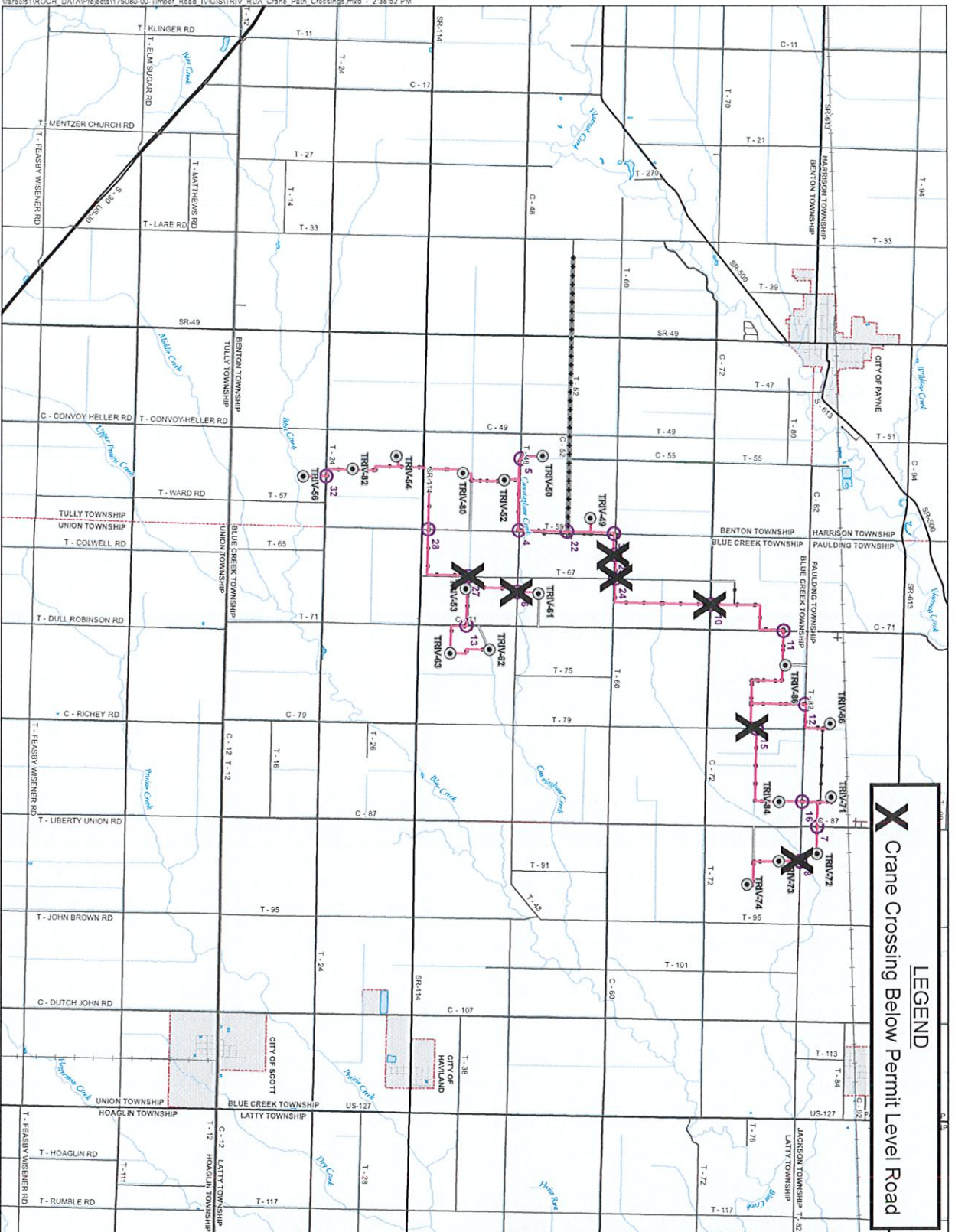
Legend:

- Crane Path Crossing
- Proposed Turbine
- Proposed Collection Lines
- Proposed Access Road
- Proposed Crane Path
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Substation

Scale: 0 2,500 5,000 Feet



Data Sources:
Batteries - <https://gis.arkto.usda.gov/arcgis/rest/services>



LEGEND
X Crane Crossing Below Permit Level Road

CRANE PATH CROSSING TYPES
PAULDING WIND FARM IV LLC
PAULDING COUNTY, OH

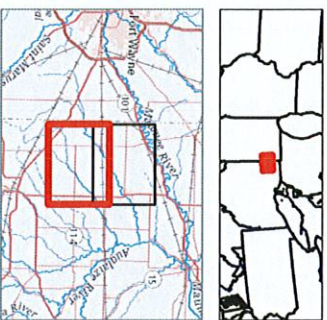


Map Revision Date: 3/5/2019 Map Author: CM

Project U035 Queda:
Newport, Woodburn North, Oakwood, Pyma, Woodburn South,
Carmoy, Duran

- Crane Path Crossing
- Proposed Turbine
- Proposed Collection Lines
- Proposed Generator Lead Line
- Proposed Access Road
- Proposed Crane Path
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Station

Scale: 0 2,500 5,000 feet

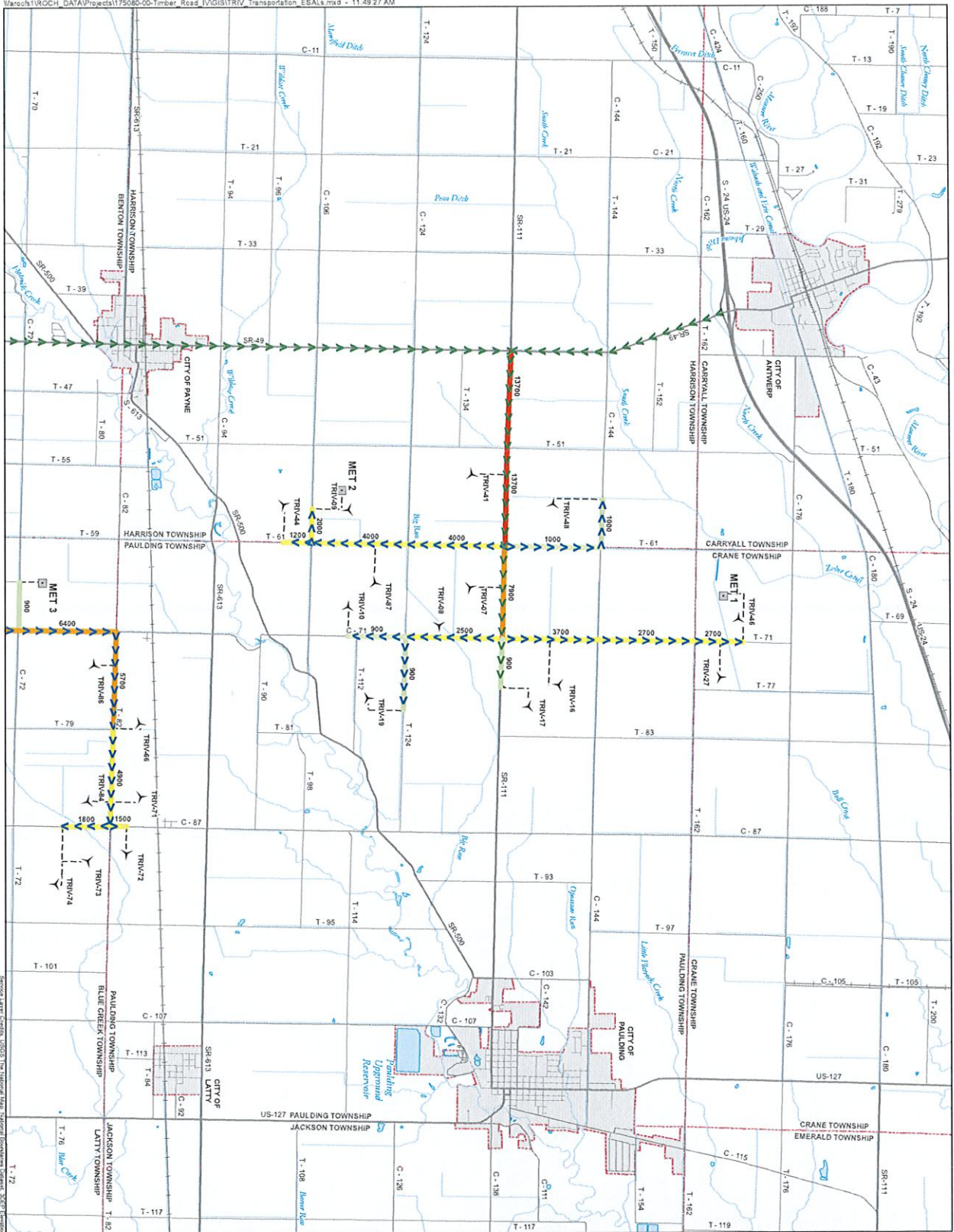


Data Sources:
Basemaps - <https://gis.aph.usda.gov/geogis/basemaps>

EXHIBIT B

Transportation Route for Turbine Equipment and Other Materials

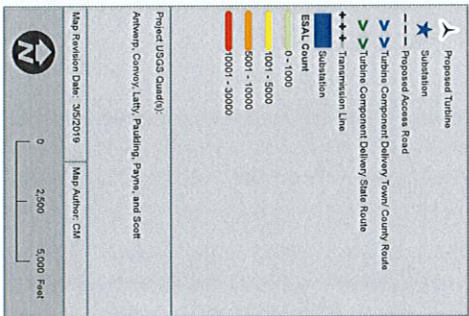
See attached



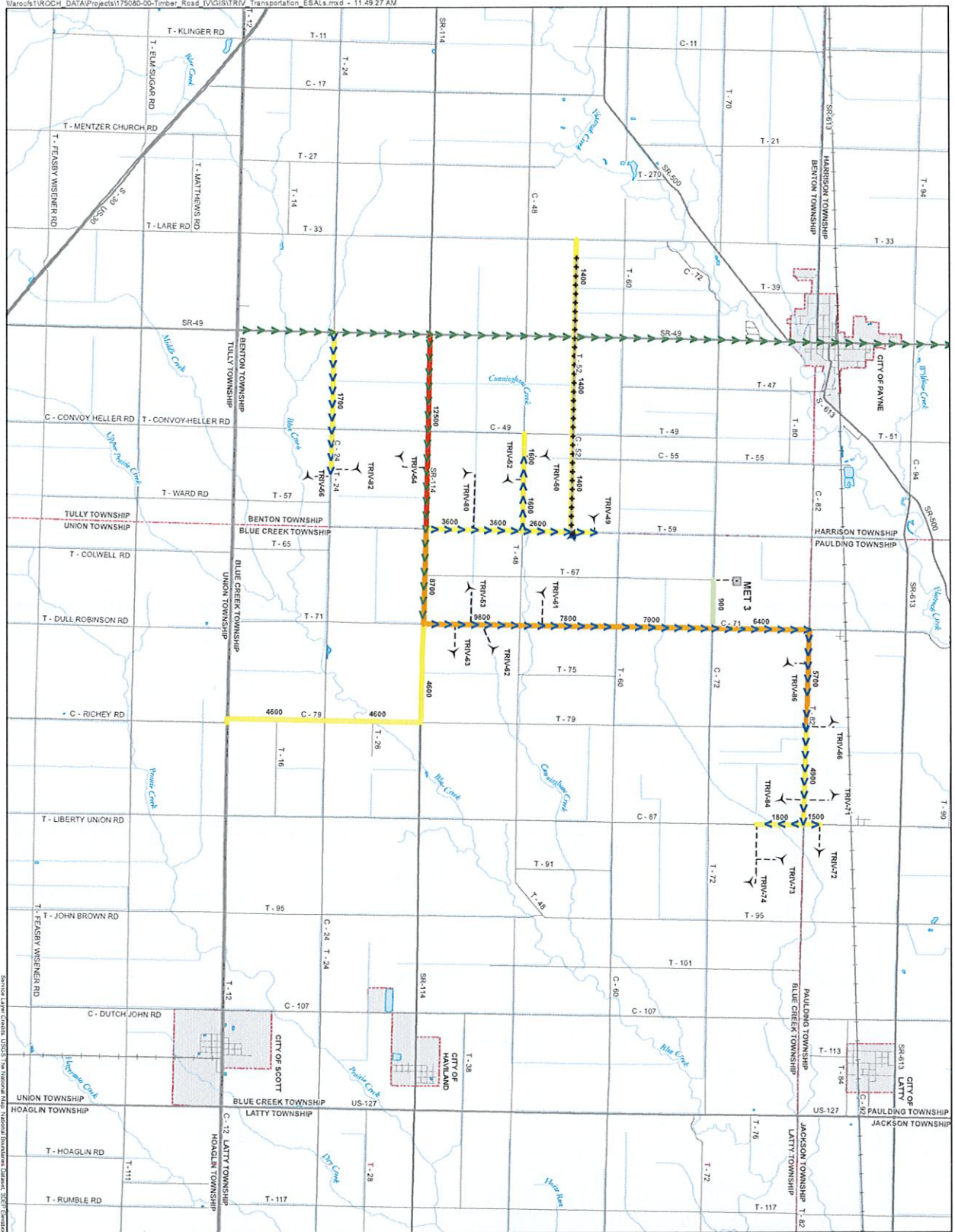
Source: Aerial Imagery, USGS Topographic Map, National Hydrographic Survey, 2007 Edition
















FISHER
ASSOCIATES

ESAL COUNTS EXCLUDING ALTERNATIVES
AS OF 2/24/2019
TIMBER ROAD WIND FARM IV - NORTH
PAULDING COUNTY, OH



Data Sources:
Roads - OGISHP <http://ogis.hp.state.oh.us/gis/>
Base Maps - <http://gis.safco.usda.gov/gisweb/services>





 Proposed Tipline

 Substation

 Proposed Access Road


 Tishin Component Delivery Town County Route


 Tishin Component Delivery State Route


 Transmission Line

 Substation

 BtAL Count

 0 - 1000

 1001 - 5000

 5001 - 10000

 10001 - 30000

Project ID:03 County:
 Anthony, Carney, Lemly, Paudling, Payne, and Scott

Map Revision Date: 3/5/2019 Map Author: CM

0 2,500 5,000 feet





Data Sources:
Roads - OGRIP <http://ogrip.ontario.gov>
Basemaps - <https://gis.apo.usda.gov/arcgis/rest/services>

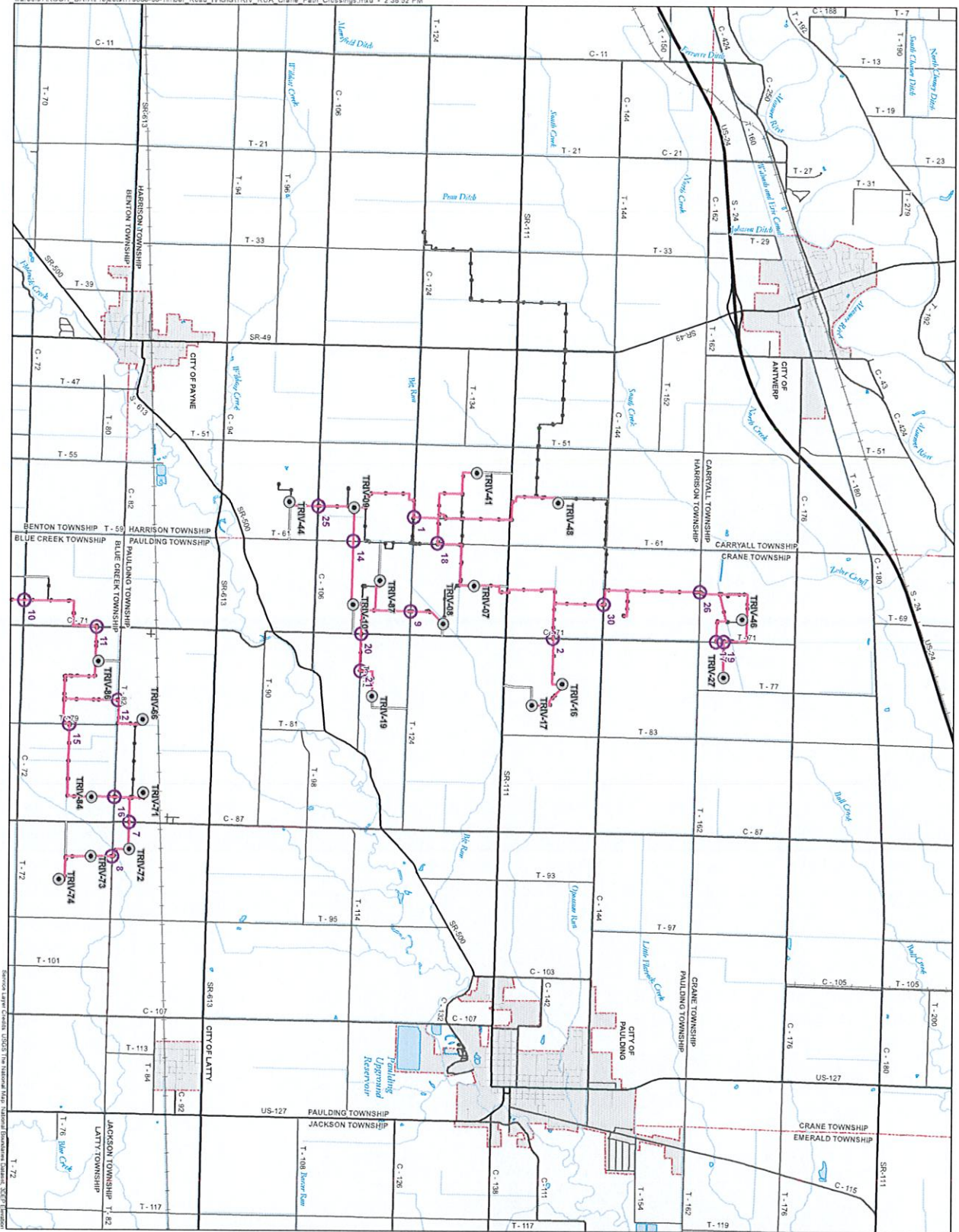
EXHIBIT C

Transportation Route for Assembled Cranes

See attached

Exhibit C

add



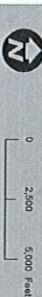
Source: Lantz Creek, USGS 7.5 Minute Map, National Boundary Dataset, SDC Elevation

FISHER
ASSOCIATES
CRANE PATH CROSSINGS
PAULDING WIND FARM IV LLC
PAULDING COUNTY, OH

- Crane Path Crossing
- Proposed Turbine
- Proposed Collection Lines
- Proposed Generator Lead Line
- Proposed Access Road
- Proposed Crane Path
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Substation

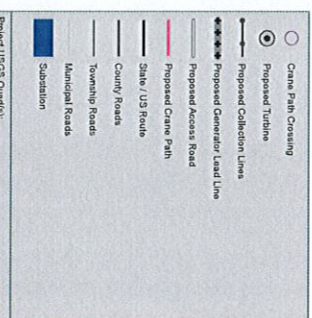
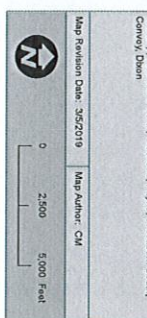
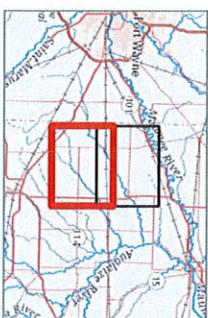
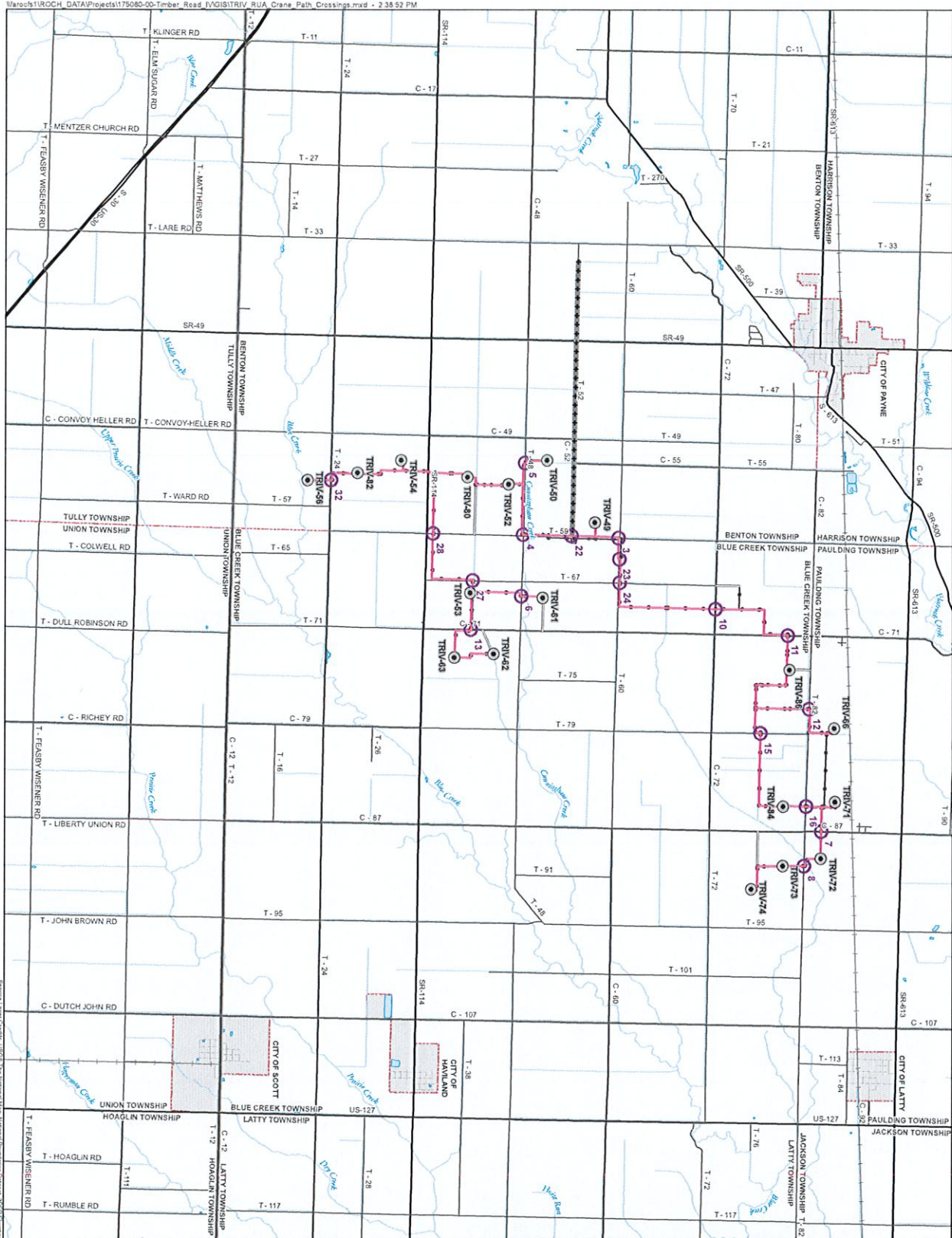
Project: USGS Quad(1):
Adams, Woodburn North, Calwood, Payne, Woodburn South,
Conroy, Down

Map Revision Date: 3/6/2019 Map Author: CM



Data Sources:

Barreness - <https://gis.sno.wa.gov/geospatial/barreness>



CRANE PATH CROSSINGS
PAULDING WIND FARM IV LLC
PAULDING COUNTY, OH



Data Sources:

Basemaps - <https://gis.apfo.usda.gov/arcgis/rest/services>

EXHIBIT D

Improvements

See attached

Exhibit D

add

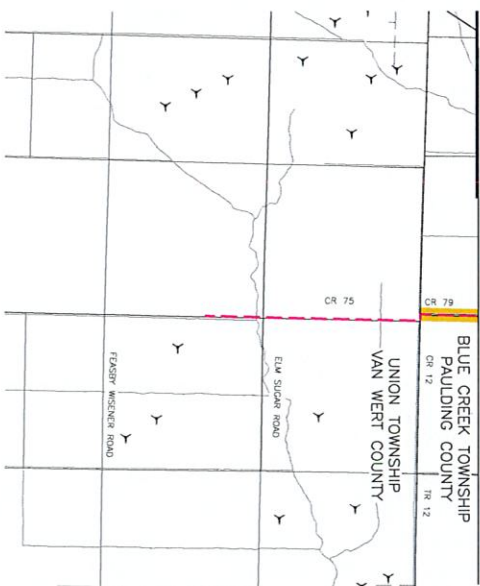
[illegible][illegible]

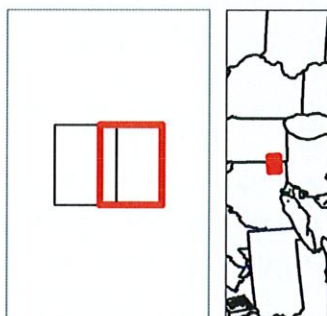
EXHIBIT E

Driveways and Entrances


See attached

Exhibit E

add



Basemaps - <https://gis.apfo.usda.gov/larcgis/esri/services>



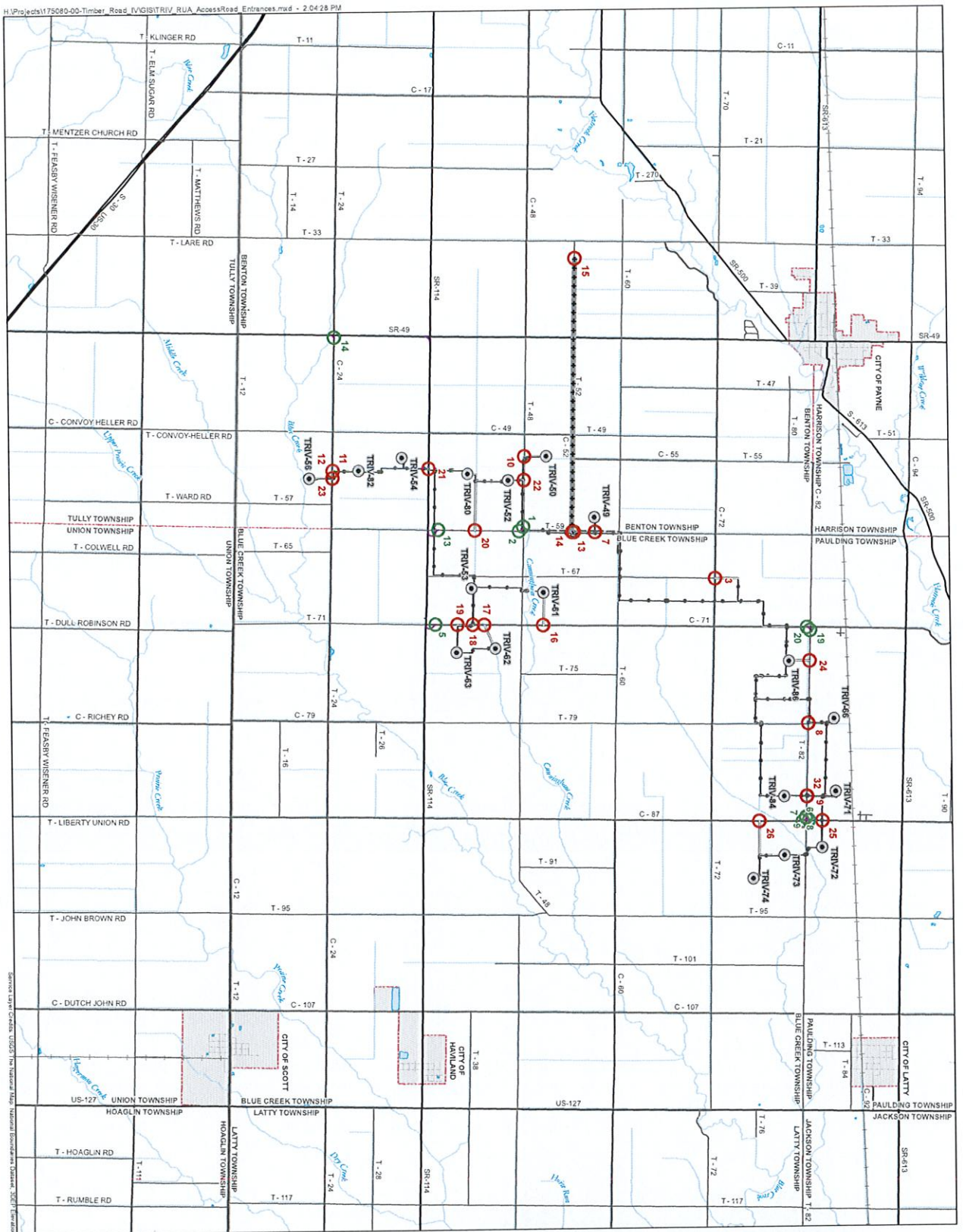
0 2,500 5,000 Feet

Project U323 Query1:
 Agency: Woodburn North Oakland, Payson, Woodburn South,
 Cherry, Dixon

Map Revision Date: 3/14/2019 Map Author: CM

Legend:

- Proposed Collector Lines
- Proposed Arterial Road
- Proposed State Park
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Substation



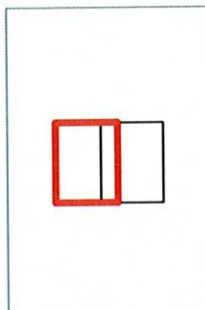
Source: USGS, USGS National Map, National Boundary Dataset, SDG, Esri

FISHER ASSOCIATES **DRYMEANS AND ENTRANCES ON TOWN OR COUNTY ROADS PAULDING WIND FARM IV LLC PAULDING COUNTY, OH**

- Access Road Entrance from Public Road
- Public Road Intersection Improvement
- Proposed Turn
- Proposed Collection Lines
- Proposed Generator Lead Line
- Proposed Access Road
- Proposed Crane Path
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Substation

Project USGS Quad(s):
Adams, Woodburn North, Calwood, Payne, Woodburn South,
Carmy, Dixon
Map Revision Date: 3/14/2019 Map Author: CM

0 2,500 5,000 Feet



Data Sources:
Baremaps - <https://baremaps.com/>

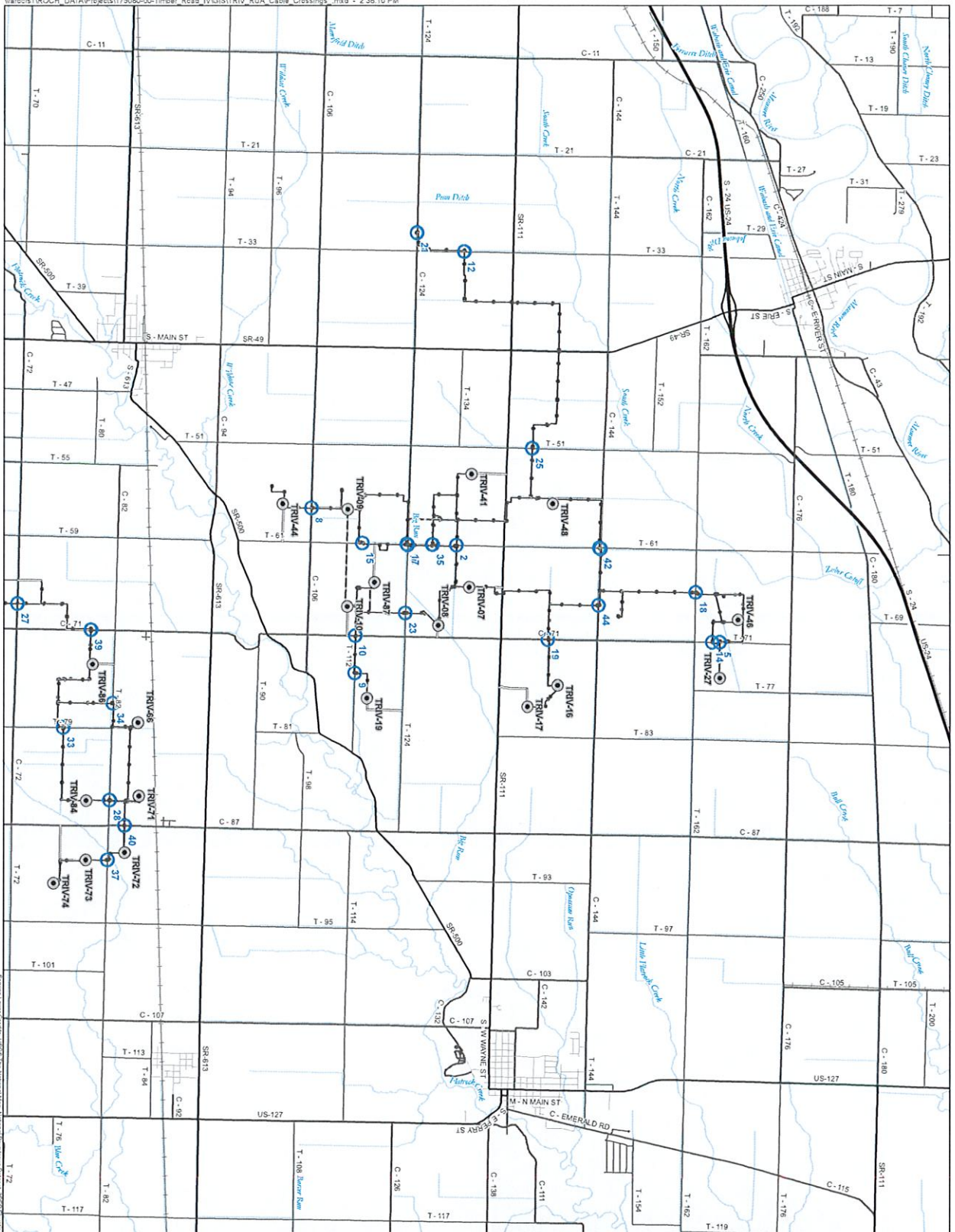
EXHIBIT F

Installations

See attached

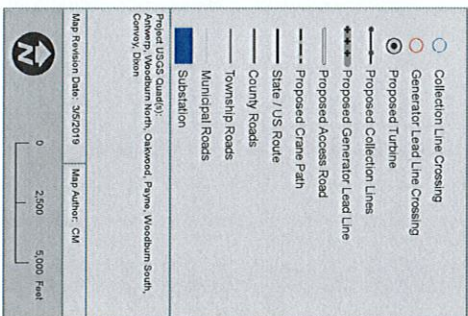
Exhibit F

add

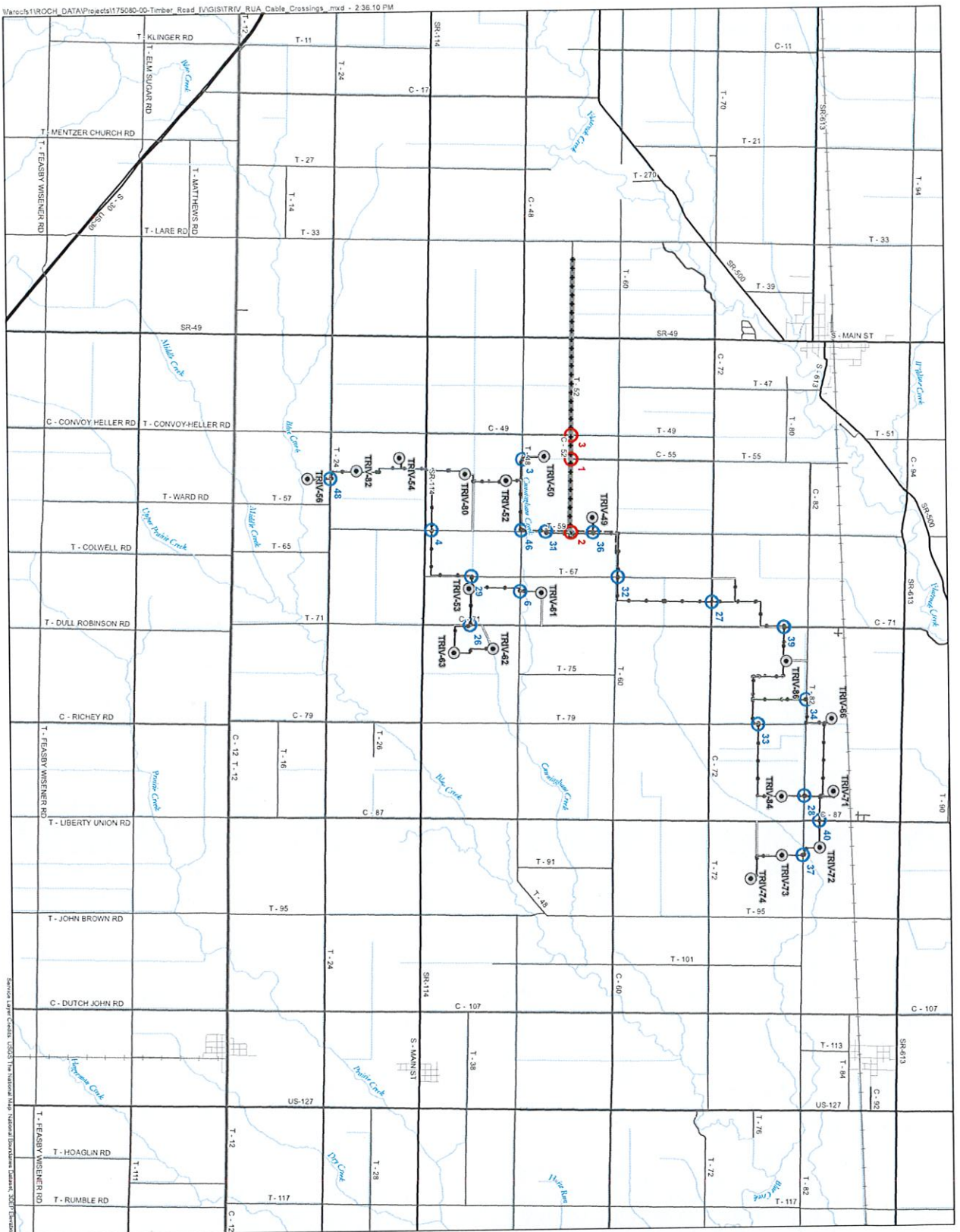


Source: Varco, Inc. (2015) The National Map, National Geographic, 2017 version

Data Sources:
Bassett - https://pa.usda.gov/arcgis/rest/services

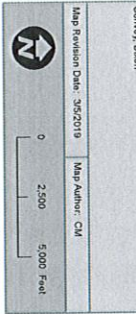
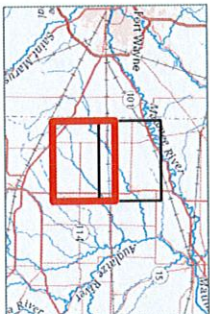


FISHER
ASSOCIATES
UNDERGROUND COLLECTION LINE
AND OVERHEAD GEN TIE LINE
CROSSING LOCATIONS
PAULDING WINDFARM IV LLC
PAULDING COUNTY, OH



Source: Esri, DeLorme, Garmin, USGS, The National Map, National Boundary Dataset, SCS, T-117

Data Sources:
Batemaps - <https://afrs.afrs.usda.gov/geographic/services>



Map Revision Date: 05/20/19 Map Author: CM

Project USGS Quad(s):
Arenas, Woodburn North, Oakwood, Pym, Woodburn South,
Convey, Dixon

- Collection Line Crossing
- Generator Lead Line Crossing
- Proposed Turbine
- Proposed Collection Lines
- Proposed Generator Lead Line
- Proposed Access Road
- Proposed Crane Path
- State / US Route
- County Roads
- Township Roads
- Municipal Roads
- Substation

FISHER
ASSOCIATES
UNDERGROUND COLLECTION LINE
AND OVERHEAD GEN TIE LINE
CROSSING LOCATIONS
PAULDING WINDFARM IV LLC
PAULDING COUNTY, OH

EXHIBIT G

Form of Letter

[WIND COMPANY LETTERHEAD]

[DATE]

Paulding County Engineer's Office
801 W. Wayne Street
Paulding, Ohio 45879
Attn: [Travis R. McGarvey, P.E., P.S.]

Re: Blanket Special Road Permit for Timber Road Wind Farm IV

Dear [Mr. _____]:

In accordance with Section 11.2 of that certain Agreement for Use, Repair, and Improvement of Roads dated [RUA DATE] by and among Paulding County, Ohio and Harrison and Benton Townships, Ohio ("**Managers**") and Paulding Wind Farm IV LLC ("**Wind Company**"), this letter, when signed by you , will constitute a blanket special hauling permit pursuant to applicable law ("**Blanket Special Hauling Permit**") for Wind Company, its contractors and subcontractors, and each of their respective agents, employees and representatives (the "**Permit Grantees**") to move and transport overweight and oversized vehicles, equipment, loads and other necessary equipment and material over and across certain roads within Paulding County, Benton Township and Harrison Township, Ohio in connection with the construction , operation , and maintenance of the Project.

Please acknowledge and confirm the approval and granting of the Blanket Special Road Permit in favor of the Permit Grantees by signing this letter in the space indicated below and returning a cop of the counter-signed document to both the Project's Construction Manager, [NAME]([EMAIL]@ edpr.com) and to Wind Company's Director of Project Management, [NAME]([EMAIL]@ edpr.com).

If you have any questions about this letter, please do not hesitate to contact [NAME], as follows:

Direct: [NUMBER] Cell: [NUMBER] Fax: [NUMBER]
E-mail: [EMAIL]@edpr.com

[Signatures on next page]

Exhibit G

add

Sincerely,

Paulding Wind Farm IV LLC

By: _____

Name: _____

Title: _____

APPROVAL AND GRANTING OF THE BLANKET
SPECIAL HAULING PERMIT IS HEREBY ACKNOWLEDGED AND
CONFIRMED:

County Engineer, Paulding County, Ohio

By: _____

Name: _____

Exhibit G

add

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/30/2019 3:20:42 PM

in

Case No(s). 18-0091-EL-BGN

Summary: Notice - Compliance with Condition 1 and Ohio Administrative Code Rule 4906-4-09(I)(9) – Road Use Agreement electronically filed by Christine M.T. Pirik on behalf of Paulding Wind Farm IV LLC