

Exhibit E

Road Use Agreement

AGREEMENT FOR USE, REPAIR AND IMPROVEMENTS OF ROADS

This Agreement for Use, Repair, and Improvement of Roads (this "Agreement") is made and entered into as of _____, 2021 (the "Effective Date") by and between Paulding County and Latty Township, all political subdivisions organized under the laws of the State of Ohio ("Local Parties"), and Grover Hill Wind, LLC., a Delaware limited liability company ("Developer"). Each of the Local Parties and Developer are sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Local Parties are responsible for constructing, altering, improving, and maintaining Local Parties' Roads and are authorized to limit or prohibit classes, types, or weights of vehicles that travel on, over, and across Local Parties' Roads (defined below) and to issue road construction, driveway, right of way, and other use permits.

B. Developer plans to use Local Parties' Roads to transport items, including but not limited to products, equipment, materials, and supplies relating the construction, maintenance and operation of a wind energy project known as the "Grover Hill Wind Project" to be located in Paulding County, Ohio, substantially as depicted on the Wind Farm Site Layout attached as Exhibit A and incorporated herein by this reference (the "Wind Farm"), across and over certain Local Parties' Roads identified in Exhibit A.

C. Local Parties and Developer anticipate that as a result of Developer's use of Local Parties' Roads, accelerated deterioration of a portion of such Local Parties' Roads may occur.

D. Developer seeks from Local Parties, and Local Parties grant to Developer, subject to the terms and conditions of this Agreement, a right to use Local Parties' Roads for purposes of transporting products, equipment, materials, and supplies relating to construction and operation and maintenance of the Wind Farm ("Wind Farm Purposes").

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the Parties mutually agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the following meanings:

"Access Road" means any road constructed, widened, or improved by Developer located on lands comprising the Wind Farm as depicted on the Wind Farm Site Layout attached as Exhibit A.

"Additional Maintenance" means grading, dust control, reshaping, repair, and/or modification performed on Local Parties' Roads in excess of the same operations performed as Routine Maintenance by Local Parties.

"County Road" means any street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of Paulding County.

"County Road System" means all County Roads under the jurisdiction of Paulding County.

"Developer's Parties" means Developer's contractors, subcontractors, employees, agents, licensees, and representatives acting under the direction or control of Grantee for Wind Farm Purposes.

"Extraordinary Use" means any use beyond what is common or usual.

"Heavy Haul Route" means any Local Parties' road, bridge, ditch, culvert, or other structure used by Developer for Heavy Traffic. Heavy Haul Routes are identified in Exhibit B.

"Heavy Traffic" means any crane or any vehicle which is delivering heavy turbine components, aggregate or concrete.

"Local Parties' Roads" means any public roadway under the jurisdiction of any of the Local Parties.

"Road Prism" means the driving surface of a road (including constructed roadbed), shoulders, ditches including backslopes, fillslopes, curbs, gutters, storm drainage facilities and sidewalks.

"Routine Maintenance" means any grading, reshaping, repair, or modification of the Road Prism by Local Parties that would occur in the absence of the use of a Local Parties' Road, as indicated in a regular maintenance schedule, or at the same intervals or frequency as would normally be included in such a schedule.

"Township Road" means any street, road, or other public way, including shoulders, designated for the purpose of vehicular traffic and under the jurisdiction of the Township.

"Township Road System" means all Township Roads under the jurisdiction of the Township.

2. Grant by Local Parties; Acknowledgment by Developer

2.1 Local Parties hereby grant to Developer a right to use the Heavy Haul Routes for construction purposes subject to the conditions contained herein and without any further conditions or requirements other than those set forth in this Agreement. Local Parties acknowledge and affirm that as of the Effective Date, Developer is not required to obtain any additional licenses, permits, or approvals from Local Parties for the development, construction, operation, and maintenance of the Wind Farm. This Agreement shall not serve to relieve any operator of any Developer vehicle from complying with applicable vehicular safety regulations. Without limiting the generality of the foregoing, for the purposes of this Agreement, the maximum Heavy Traffic speed limit on any Heavy Haul Route is 40 mph or such lower speed limit as may be reasonably posted by Local Parties on a Heavy Haul Route. No construction related vehicle shall be permitted to park within Local Parties' Road rights of way, except for emergency situations. Developer understands and agrees that, although the Heavy Haul Routes are within the Local Parties' jurisdiction and are subject to normal traffic use, Developer shall be solely responsible for making improvements or modifications to such Heavy Haul Routes as Developer determines necessary prior to Developer's

Extraordinary Use of such roads, and for all costs of Additional Maintenance or repair to such Heavy Haul Route resulting from Developer's Extraordinary Use of such Heavy Haul Route.

2.2 Except for the use by Developer of state and federal highways, all Heavy Traffic related to the Wind Farm shall exclusively use Heavy Haul Routes, and shall not use routes other than those so designated on Exhibit B hereto. Local Parties and Developer acknowledge that as of the execution of this Agreement, Developer has not fully formulated the final haul routes to the Wind Farm for Heavy Traffic, and as such, Developer and Local Parties agree that if Developer needs to amend the designation of the Heavy Haul Routes, Developer and Local Parties shall meet and discuss in good faith Developer's proposed changes to the Heavy Haul Routes. Any new segments of public roads to be included as a Heavy Haul Route shall undergo engineering due diligence to determine if upgrades are necessary, at Developer's sole discretion. Local Parties' approval of a change to the Heavy Haul Routes shall not be unreasonably withheld, conditioned, or delayed. Developer shall repair any damage caused by Developer during any use of Local Parties' Roads other than the routes designated in the Heavy Haul Route in accordance with Exhibit E and the burden of proving such incidental road damage was not caused by Developer or Developer's Parties shall be on Developer.

3. Inspection and Documentation

3.1 Pre-Construction Inspection and Documentation. The Parties acknowledge that (a) Developer has submitted to Local Parties a map of the proposed Heavy Haul Routes as Exhibit B; (b) Developer and a representative designated by Local Parties will jointly inspect the Heavy Haul Routes no later than 45 days prior to Developer's pre-construction conference with the staff of the Ohio Power Siting Board as required by OAC 49-1701 et seq. [CECPN requirements #23 and 24] (such date, the "Pre-Construction Inspection Date") to determine the existing condition of the Road Prism of proposed Heavy Haul Routes and make a video record, and possibly, at Developer's sole discretion, use other evaluative techniques such as but not limited to core sampling, crown measurements, ground-penetrating radar, and other forms of analysis and documentation; and (c) each Party will receive a copy of the video record. Not less than fifteen (15) days prior to Developer's commencement of construction of the Wind Farm, Developer shall complete an inspection report describing the condition of each proposed Heavy Haul Route's Road Prism and attach and incorporate such report to this Agreement as Exhibit C (the "Pre-Construction Inspection Report"). The Pre-Construction Inspection Report shall identify any preexisting deficiencies in the Heavy Haul Routes that Developer determines, at its sole discretion, may interfere with its Wind Farm Purposes. Developer shall remedy all such preexisting deficiencies, if any, as set forth in the Pre-Construction Public Road Upgrade plans, to be prepared by Developer (if necessary) and incorporated herein as Exhibit D, prior to subjecting any such deficient portion of a Heavy Haul Route to Heavy Traffic. Exhibit D shall detail specifications of materials and engineering approved by Local Parties for remedying preexisting deficiencies, if any, as set forth in the Pre-Construction Public Road Upgrade plans. The preceding statement notwithstanding, all remedying of the preexisting deficiencies, if any, shall be approved by Local Parties and Road Agent prior to execution, and such remedying shall not inadvertently cause substantial degradation to other features of Local Parties' Road system.

3.2 Completion of Construction Inspection and Documentation. No more than fifteen (15) days after the Hauling Completion Date (defined below), Developer or its authorized representative and Local Parties shall jointly inspect each Heavy Haul Route identified in the Pre-Construction Inspection Report (the date of such joint inspection, the "Post-Construction Inspection Date"). Within forty five (45) days after the Post-Construction Inspection Date, Developer shall complete a report setting out (1) the condition of the Road Prism of each Heavy Haul Route used by Developer as of the Post-Construction Inspection Date as compared with its condition on the Pre-Construction Inspection Date, and (2) the estimated costs of any necessary Additional Maintenance or repair mutually agreed upon by the Parties (the "Post-Construction Inspection Report").

4. Completion of Hauling Activities. Upon completion by Developer of all hauling activities on Heavy Haul Routes, Developer shall notify Local Parties in writing via certified mail, return receipt requested, of such completion (the date of such notice, the "Hauling Completion Date"). If Developer seeks to use any Heavy Haul Route for Heavy Traffic following the Hauling Completion Date for the operation or maintenance of the Wind Farm (a) such use shall be subject to all applicable laws and regulations; (b) Developer shall, to the extent reasonably possible consult in advance with Local Parties regarding such use; and (c) to the extent such Heavy Traffic approaches the amount of work performed by Developer prior to the Hauling Completion Date, Developer shall work with Local Parties to develop a survey of the Heavy Haul Routes before and after such use, and to provide for the repair of any damage caused by Developer as shown by the difference between such surveys. All pre- and post-construction upgrades and/or repairs shall be completed by a pre-qualified roadway contractor as listed by the Ohio Department of Transportation, in accordance with Exhibit E. Exhibit E shall detail specifications of materials and engineering approved by Local Parties for pre- and post-construction upgrades and/or repairs. The preceding statement notwithstanding, all pre- and post-construction upgrades and/or repairs, if any, shall be approved by Local Parties and Road Agent prior to execution, and such upgrades and/or repairs shall not inadvertently cause substantial degradation to other features of Local Parties' Road system.

5. Road Agent. The Parties agree that the supervision of this Agreement may specifically include the appointment by Local Parties of a representative to act for and on behalf of Local Parties ("Road Agent"). However, in lieu of appointment of a Road Agent, the Parties may instead mutually agree to allow Developer to reimburse the Local Parties for the performance of the same tasks that would have been undertaken by a Road Agent had Local Parties appointed one; provided, however, Developer's reimbursement obligations shall not exceed the amount of \$7,500.00 per month, which amount shall be split evenly between the Local Parties. If Local Parties opt to appoint a Road Agent, then the following provisions shall apply:

5.1. The appointment of a Road Agent shall be detailed in a consulting services agreement, in form and substance agreeable to Developer, between Local Parties and Road Agent ("Consulting Agreement"). The Consulting Agreement shall include detailed provisions regarding the authority of Road Agent to act on behalf of Local Parties. Developer shall reimburse Local Parties the fees earned and reasonable expenses incurred by Road Agent pursuant to and in accordance with the Consulting Agreement, up to a limit of \$20,000.00 per month. Road Agent may spend time on a daily basis during the term of the

Consulting Agreement, as reasonably necessary, in reviewing road conditions, coordinating traffic, and monitoring the condition of culverts and drainage structures. The Parties anticipate that Road Agent will on average spend approximately twenty (20) hours per week in the performance of duties under the Consulting Agreement. In the event Road Agent spends more than 100 hours during any month performing duties under the Consulting Agreement, then the Parties shall meet and negotiate in good faith to address the reason(s) for the additional time, including the quality of performance by Developer and Developer Parties. If the Parties fail to reach a consensus regarding the basis for the extra time spent by Road Agent and/or a mutual plan for reduction of the same, then the Parties shall revert to the dispute resolution procedures of Section 12.2.3 of this Agreement.

6. Road Restoration; Reimbursement

6.1 Road Restoration; Additional Maintenance. As consideration for all rights granted to Developer in this Agreement and for purposes of repairing Heavy Haul Route degradation caused by Developer's activities thereon, Developer shall within one year after the Hauling Completion Date (the "Maintenance Period") restore each Heavy Haul Route to its condition as of the Pre-Construction Inspection Date set forth in Section 3.1 above. In addition, Developer shall reimburse Local Parties for all mutually agreed-upon, commercially reasonable costs of Additional Maintenance performed by Local Parties as a result of Developer's activities hereunder and pursuant to the Post-Construction Inspection Report. Developer shall have no obligation or liability for any preexisting deficiencies or repair costs relating thereto save and except to the degree any such preexisting deficiency is exacerbated by Developer's activities. During the term of this Agreement, Developer shall conduct Routine Maintenance on Heavy Haul Routes that is necessitated by Developer's Extraordinary Use of such Heavy Haul Routes. Without limiting Developer's road restoration obligations set forth in this paragraph, upon written notice to Local Parties that Developer has ceased hauling activities on any Heavy Haul Route, Developer shall have no further obligation to perform any maintenance on such Heavy Haul Route. Additional Maintenance for the Heavy Haul Routes will consist of all labor, materials and equipment to either improve the current condition of the road as required prior to construction or to repair damage caused by Developer during construction of Wind Farm in accordance with the provisions of this Section 6.1.

6.1.1 Prior to commencement of any Additional Maintenance identified by the Post Construction Inspection Report, the Parties shall meet to review the scope of such Additional Maintenance. If Developer agrees, Developer shall perform (or cause to be performed) such Additional Maintenance in accordance with the above, except to the extent that the need for Additional Maintenance is not the fault of the Developer. Once the scope of any Additional Maintenance is agreed upon by the Parties, Developer shall solicit construction bids and begin the scope of work as soon as practical, having due regard for safety, weather, the presence of emergency conditions and the costs of such repairs. Alternatively, the Parties may mutually agree that Developer will provide compensation directly to Local Parties based on an agreed upon estimate for the Additional Maintenance, and in such case, Local Parties shall perform the Additional Maintenance.

6.2 Emergency Repairs. Notwithstanding the foregoing, in the event Developer is reasonably believed by Local Parties to have caused damage to Heavy Haul Routes of a magnitude sufficiently great to create a hazard to the motoring public, which in Local Parties' opinion warrants an immediate repair or road closing, Local Parties, after making a reasonable attempt to notify

Developer of the damage, may unilaterally make or authorize repair. Local Parties shall photograph, video record and otherwise document the conditions and make all such documentation available to Developer. Any such emergency repair shall be subject to post-repair negotiations by the Parties. If there is no agreement as to amounts due, the dispute will be subject to the dispute resolution provisions of Section 12.2.3 of this Agreement.

6.3 Escrow Account or Letter of Credit. No later than thirty (30) days prior to commencement of Wind Farm construction, Developer shall either (a) place a cash deposit in the amount of two hundred thousand dollars (\$200,000) (the "Escrow Account") into an interest-bearing escrow account at a mutually acceptable financial institution (with any interest earned thereon payable to the Developer) pursuant to an Escrow Agreement substantially in the form attached hereto as Exhibit F to this Agreement, or (b) deposit with Local Parties a letter of credit naming the Local Parties as the sole beneficiary in form and substance reasonably acceptable to the Parties, issued by a mutually acceptable financial institution, and in the amount of \$200,000 ("Letter of Credit").

Local Parties may draw upon Escrow Account or Letter of Credit, as applicable, only if and to the extent that Developer fails or refuses to perform repairs or to pay the cost of performing repairs as required under this Agreement and such failure or refusal continues for more than thirty (30) days after Local Parties' notice to Developer thereof, and then only to the extent County Engineer or a representative of the County's Board of Commissioners or the Township Trustees, as applicable, certifies that: (i) Local Parties have complied with the requirements of notifying Developer, (ii) Developer has failed or refused to perform repairs or to pay the cost of performing repairs, (iii) Local Parties have performed such work (or had such work performed for it), (iv) Local Parties have incurred expenses for the performance of such work, and (v) Local Parties have evidenced to Developer the amount of such expenses. If Local Parties draws upon the Escrow Account or Letter of Credit, Local Parties shall provide a full accounting of the amount of the draw(s) and costs of repair to Developer. Developer shall be required to replenish any withdrawn funds to maintain a balance of \$200,000 at all times, subject to a maximum aggregate deposit of two million dollars (\$2,000,000).

Developer shall maintain the Escrow Account or Letter of Credit until the end of the Maintenance Period. If Developer disagrees with Local Parties' use of any escrowed monies, Developer may seek recovery of same through the dispute resolution provisions of Section 12.2.3 of this Agreement and use those same provisions to seek declaratory relief relieving Developer of responsibility to replenish the Escrow Account or Letter of Credit by a like amount.

6.4 Reimbursement; Invoices; Disputed Amounts. Developer shall reimburse Local Parties for all reasonable, actual, third-party engineering fees and costs associated with their review and cooperation in preparing all reports set forth in Section 3 up to a maximum of \$10,000.00. Local Parties' review of any permit application associated with Developer's use of Heavy Haul Routes and commercially reasonable monitoring of Heavy Haul Route conditions during the term of this Agreement by representatives other than Road Agent shall be addressed by the permit fees in section 6.7 below. Developer shall make payment to Local Parties upon receipt of detailed invoices supported by written documentation, including supporting time cards and invoices, of the work performed. Developer shall pay the invoiced amount to Local Parties within thirty (30) days from its receipt of the invoice. In the event of any disputed invoiced amount, Developer shall pay any undisputed portion of the invoiced amount and the dispute shall be resolved in accord with Section 12.2.3 of this Agreement.

6.5 Collection System Cabling and Communication Cabling. Local Parties acknowledge that Developer intends to install certain (i) wires, cables, conduits, and/or lines (and their associated equipment) related to the collection and transmission of electricity at a voltage of up to 138 kV from the Wind Farm and (ii) communication wires, cables, and/or lines relating to the Wind Farm (collectively, the "Installations") and may desire to route portions of the Installations below or above ground by boring underneath or overhanging roadways at locations adjacent to or under (including across) Local Parties' Roads. In connection with Installations, Local Parties hereby grant to Developer all such authorizations and approvals from Local Parties necessary to complete the Installations, subject only to Developer's obtaining such private land rights necessary to permit Developer to complete the Installations and make the modifications and improvements to Local Parties' Roads contemplated by this Agreement. For the avoidance of doubt, Developer may not run underground or aboveground utilities parallel with a public road within the public right of way for any distance greater than twenty (20) feet without Local Parties' written consent.

6.6 Warranties. The Parties acknowledge that, during the period commencing the day after the expiration of the Maintenance Period and continuing for one year thereafter (the "Post-Maintenance Period"), there may be (i) a need for Additional Maintenance on the Local Parties' Roads to remedy road damages that could not have reasonably been discovered prior to the expiration of the Maintenance Period, or (ii) a need for additional repair work in the event any Additional Maintenance completed by Developer pursuant to Section 6.1 above for road surface, sub-surface, bridges, culverts, and drainage tiles is defective (excluding normal wear and tear). Within ten (10) days after the commencement of the Post-Maintenance Period, the Local Parties may elect either to (a) require Developer to pay a one-time sum of Eighty Thousand and No/100 Dollars (\$80,000.00) directly to the Local Parties (which sum will be split evenly between the Local Parties) to cover any Additional Maintenance discovered to be necessary during the Post-Maintenance Period, in which case Local Parties shall perform the Additional Maintenance, or (b) notify Developer at any time during the Post-Maintenance Period that, in Local Parties' commercially reasonable judgment, Additional Maintenance is necessary, in which event Developer shall make repairs at its own cost. Local Parties shall notify Developer of its election pursuant to the foregoing sentence within ten (10) days after the commencement of the Post-Maintenance Period. In the event Local Parties elect to require Developer to pay the aforesaid \$80,000.00, but no Additional Maintenance becomes necessary during the Post-Maintenance Period (or, any Additional Maintenance performed in the Post-Maintenance Period costs Local Parties less than \$80,000.00), then Local Parties shall return all or any unused portion of said sum to Developer.

6.7 Permits and Governmental Approvals; Access Roads. Local Parties shall provide to Developer for a permit fee of one thousand dollars (\$1,000.00) per wind turbine to be paid to Latty Township where the turbine is located and one thousand dollars (\$1,000.00) per wind turbine to Paulding County, all permits, licenses, and governmental approvals required to develop, construct, operate and maintain the Wind Farm or move Developer's vehicles on Local Parties' Roads, including all overweight and oversize vehicle permits, as well as for all Access Road entrance permits, utility crossing permits, and right of way use permits, in such locations identified in Exhibit A. Developer shall coordinate with County Engineer on appropriate culvert sizes and design and configuration of any utility crossings.

6.8 Removal of Stone from Access Roads on Local Parties Roads. Unless needed by the Developer or Landowner involved, Developer grants that any removal of stone from the turn radius of Access Roads shall be donated to the Township Trustees. The Township Trustees shall

give directions to Developer on placement of such stones at the time of removal. The Township Trustees also have the right to decline the donation of stone if not needed.

7. Consultation. If, at any point during the term of this Agreement, Local Parties believe Developer has failed to adequately comply with the provisions of this Agreement or local traffic regulations, then upon reasonable notice, the Parties shall engage in good faith discussions with regard to the applicability of those provisions.

7.1 Fines for Missing or Improper Use of Traffic Signs. Signs of all highway closures and work zones shall be in accordance with the Federal Highway Administration Manual On Uniform Traffic Control Devices (MUTCD). Local Parties shall post traffic signs, including signs advising "No Wind Farm Construction Traffic" at various locations as an aid to traffic management. In the event Developer or Developer's Parties move a traffic control device to accommodate its construction traffic, such device shall be immediately replaced by Developer in accordance with the MUTCD at its expense. No traffic control device shall be moved without permission of Local Parties. In the event this provision is violated by one of Developer's contractors or subcontractors, Local Parties may impose a fine of \$500.00 per occurrence on Developer.

7.2 Fines for Violation of the Scheduled Heavy Haul Route, Speeding, and Parking in the Right of Way. In the event Heavy Traffic for the Wind Farm uses roads other than those approved in advance and as designated in Exhibit B, or travels on the Heavy Haul Route at a speed significantly in excess of 40 mph, or impedes the flow of normal traffic by parking in a road right of way, the following rules shall apply: Local Parties may give written notice to Developer of time and place of such offense, specific identity of vehicle and owner and/or operator and Local Parties may impose a fine of \$500.00 per occurrence on Developer to be paid within thirty (30) days of the date of a written notice that a violation has occurred is provided to Developer. The form of notice required is attached hereto as Exhibit G.

8. Corporate Guaranty.

8.1 Grover Hill Parent, L.L.C., a Delaware limited liability company, is a corporate parent of Developer ("Parent"). Parent has the authority to execute this Agreement for the limited and sole purpose of providing the Corporate Guaranty contained within this Section 8.

8.2 Punctual Performance. Parent hereby guarantees the punctual performance by Developer of those non-monetary obligations contained within this Agreement and owed by Developer to Local Parties.

8.3 Collection. Parent hereby guarantees the collection of those monetary obligations which may become due and owing by Developer to Local Parties under this Agreement.

8.4 Conditions. Corporate Guaranty contained in this Section 8 shall be subject to the following conditions:

8.4.1 Local Parties shall look first to Developer for the performance and payment of all obligations due under this Agreement, and shall diligently pursue all remedies which may exist against Developer;

8.4.2 Parent reserves the right to notice of demand and to protest, and further reserves all legal and equitable defenses which may exist against any claim or demand.

8.4.3 Duration. Corporate Guaranty shall continue in force until all obligations of Developer have been satisfied or until Developer's liability to Local Parties under this Agreement has been completely discharged, whichever first occurs.

8.5 Substitution. While Corporate Guaranty remains in force, Parent shall have the right to name a substitute guarantor. Any substitute guarantor shall have a credit rating equal to or better than Parent.

8.6 Parent shall provide written notice to Local Parties of any substitute guarantor not later than thirty (30) days after said substitution is made, and shall at the same time provide Local Parties with evidence of the substitute guarantor's assumption of Corporate Guaranty required by this Section 8.

8.7 Notices required by this Section 8 may be provided to Local Parties in the manner and at the address provided herein. Any notice to Parent may be given in the manner provided herein and at the address provided as part of Parent's signature block which appears at the end of this Agreement.

9. Assumption of Risk. Local Parties make no representation as to the present or future conditions of Local Parties Roads or the character of the traffic on Local Parties Road. Developer assumes all risks of damage to property of or injury to, Developer's contractor or anyone acting under the authority granted to the Developer by this Agreement.

10. Indemnification.

10.1 Indemnification by Developer. Developer agrees and covenants to indemnify, defend, and save harmless Local Parties and its agents against and from any loss, damage, costs, charges, liability, claims, demands, or judgments, whether to persons or property, arising out of negligence on the part of Developer or anyone acting under the Developer's authority granted by this Agreement provided, however, that Developer's sole obligation with regard to damage to Local Parties' Roads shall be as expressly set forth in Section 6 of this Agreement.

10.2 Indemnification by Local Parties. To the extent allowed under applicable law, Local Parties agree and covenant to indemnify, defend, and save harmless Developer against and from any loss, damage, costs, charges, liability, claims, demands, or judgments, whether to persons or property, arising out of any negligence on the part of Local Parties or anyone acting under Local Parties' authority granted by this Agreement.

11. Termination.

11.1 Termination by Developer. This Agreement may be terminated by Developer upon notice by Developer to Local Parties, in accordance with Section 4, that Developer has permanently ceased Heavy Traffic on all Heavy Haul Routes.

11.2 Termination by Local Parties. This Agreement may be terminated by Local Parties upon the occurrence of any of the following events: (a) violation by Developer or any of its agents of any of the material terms of this Agreement; (b) failure by Developer to pay any invoice delivered by Local Parties not satisfiable by drawing upon the Escrow Account or Letter of Credit; or (c) upon threat of endangerment to the public health, safety or welfare. Notwithstanding the foregoing, in the event that a default by Developer described in subclauses (a) or (b) above shall have occurred and remains uncured, Local Parties shall notify Developer in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default. If Developer has not remedied the default within thirty (30) days after Developer receives the written notice, or, if cure will take longer than 30 days, if Developer has not begun diligently to undertake the cure and thereafter diligently prosecutes the cure to completion, then Local Parties shall have the right to terminate this Agreement.

11.3 Effect of Termination. Upon termination of this Agreement for any reason, Developer shall immediately discontinue hauling operations covered by this Agreement. Developer's obligations set forth in Section 4 and Section 6.1-6.6 shall survive termination of this Agreement.

12. Miscellaneous.

12.1 Notices. All notices or other communications required or permitted by this Agreement, including payments to Local Parties, shall be in writing and shall be deemed given when personally delivered to Local Parties or Developer, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

To Local Parties:

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

To Developer:

Grover Hill Wind, LLC
5 Greenwich Office Park
2nd Floor
Greenwich, CT, 06831
Attn: Will Ouyang
Phone: 203-485-5146
E-mail: wouyang@starwood.com

12.2 Force Majeure. As used in this Agreement, "Force Majeure Event" means, causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, natural disasters; fire; lightning strikes; earthquake; unavailability of equipment; acts of God; unusually or unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event

12.3 Legal Matters.

12.3.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12.3.2 **CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

12.3.3 Dispute Resolution. In the event of any dispute relating to this Agreement or the Parties' respective rights, duties, and interests arising hereunder, the Parties shall endeavor to resolve such dispute through mutual negotiations conducted by officers from each Party. If the Parties are unable to resolve any such dispute through negotiations, the dispute shall be subject to arbitration to be conducted under the rules of the American Arbitration Association's construction industry arbitration rules.

12.4 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

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.

Grover Hill Wind, LLC

_____ Himanshu Saxena, CEO

COMMISSIONERS OF PAULDING COUNTY

_____ Name: _____

_____ Name: _____

_____ Name: _____

TRUSTEES OF LATTY TOWNSHIP

_____ Name: _____

_____ Name: _____

_____ Name: _____

PAULDING COUNTY ENGINEER

_____ Name: _____

Approved as to Form: _____ PAULDING COUNTY PROSECUTOR

Name: _____ Date: _____

LIST OF EXHIBITS

Exhibit A	Wind Farm Site Layout
Exhibit B	Site Map with Heavy Haul Routes, Delivery Routing and Truck Volumes
Exhibit C	Engineering Analysis of existing conditions of public roads
Exhibit D	Pre-construction public road upgrade plans
Exhibit E	Post-construction repair standards
Exhibit F	Escrow Agreement
Exhibit G	Notice Form

DATE	03/02/71	PROJECT	JOE CIVIL CONSTRUCTION PLANS
BY			
CHECKED			
DATE			
BY			
CHECKED			
DATE			
BY			

591 West Putnam Avenue
Greenwich, CT 06830

Grover Hill Wind Project

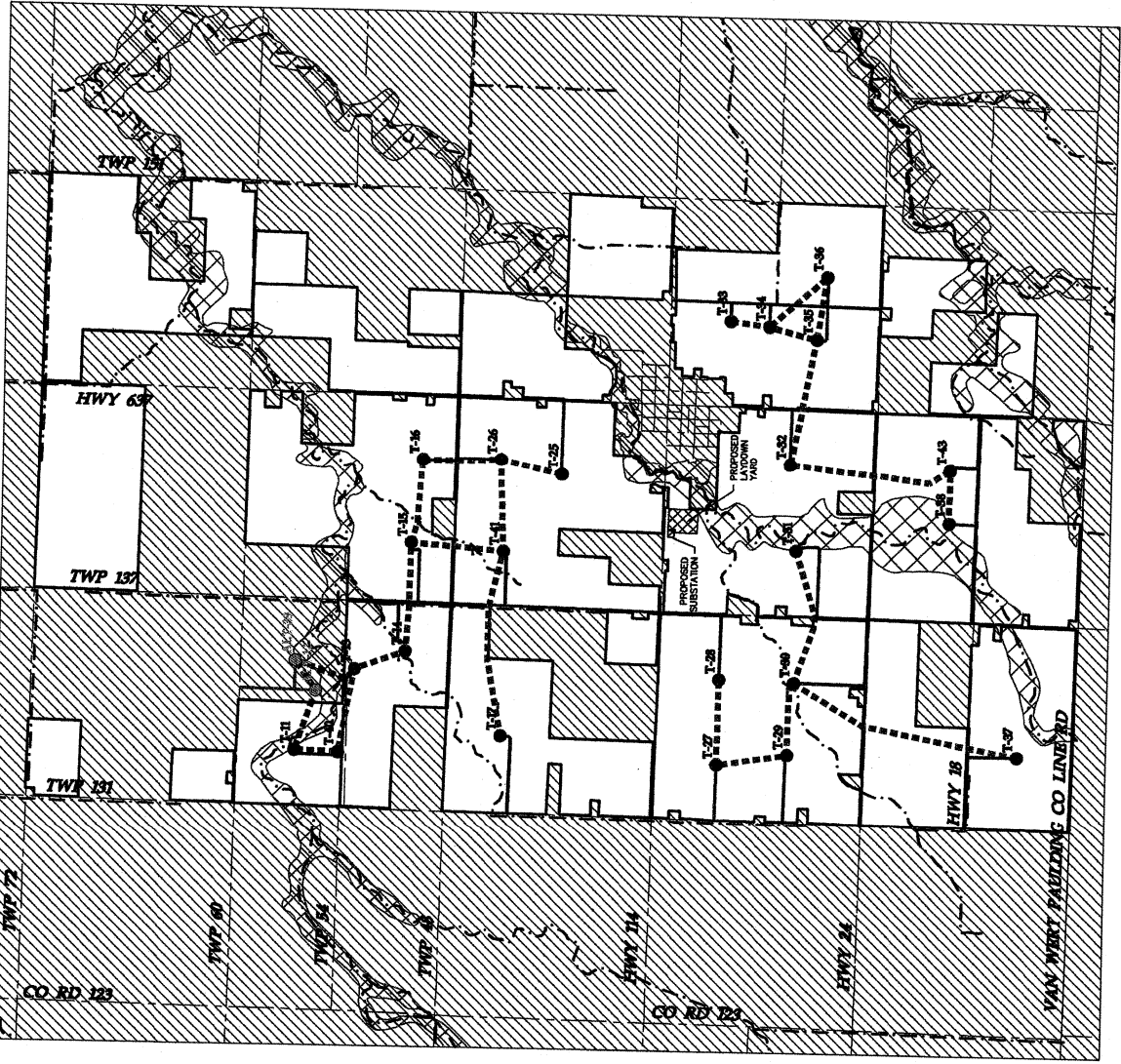
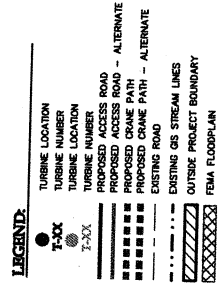
Paulding County, Ohio

Overall Civil Site Plan

30% Civil Plans Not For Construction

Date: 03/03/2021
Sheet: 2 of 19

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Energy Group
591 West Putnam Avenue
Greenwich, CT 06030



Delivery Flow Plan

**30% Civil Plans
Not For Construction**

Date: 03/03/2021
Sheet 3 of 19

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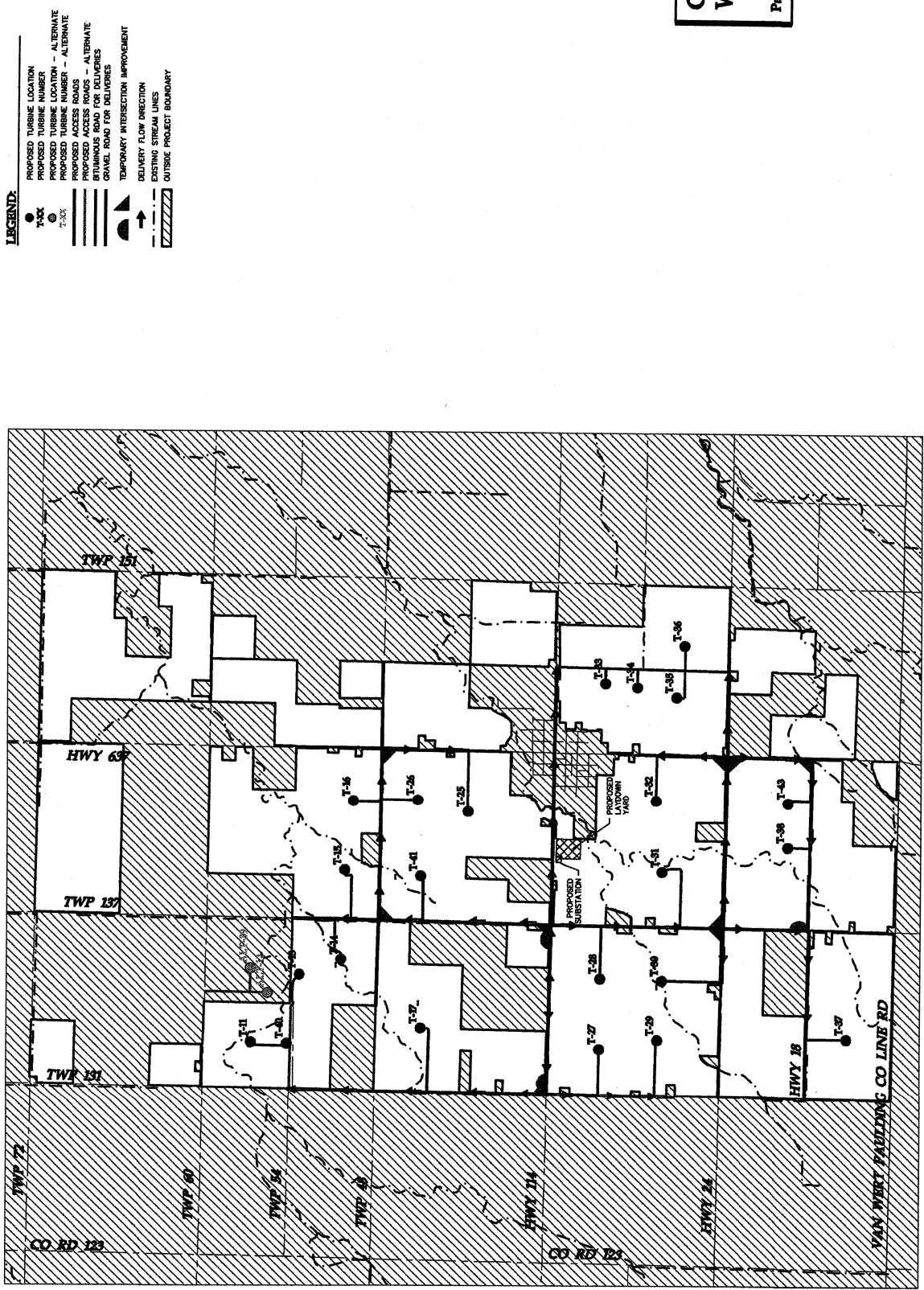


Exhibit F

Transportation Study

This document will be provided to the Ohio Power Siting Board and filed in the docket once complete.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/3/2021 11:30:35 AM

in

Case No(s). 20-0417-EL-BGN

Summary: Application - 9 of 40 (Exhibit E - Road Use Agreement and Exhibit F - Transportation Study) electronically filed by Christine M.T. Pirik on behalf of Grover Hill Wind, LLC