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RECORDER OF DEKALB CO, IN
LETA HULLINGER
RECORDED AS PRESENTED
FEE AMOUNT: 0.00

RESOLUTION NO. 2023-R-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DEKALB COUNTY, INDIANA, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT, A ROAD USE AGREEMENT, AND A DECOMMISSIONING AGREEMENT WITH SCULPIN SOLAR, LLC AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Commissioners of the DeKalb County, Indiana (the "Board") desires to benefit the health and general welfare of the citizens of DeKalb County, Indiana (the "County") and create opportunities for gainful employment and business opportunities within the County; and

WHEREAS, Sculpin Solar, LLC (the "Company"), is contemplating the development and construction of a solar-powered electric generating facility in the County, which will have a rated capacity of approximately one hundred eighty (180) megawatts (the "Project"); and

WHEREAS, in the completion of the Project, the Company will invest up to approximately Three Hundred Fifty Million Dollars ($350,000,000) in equipment and real estate improvements in the County; and

WHEREAS, the Company has requested assistance with the completion of certain road improvements and other assistance from the County with respect to the Project; and

WHEREAS, to induce the Company to complete the Project, the Board desires to approve the execution of an Economic Development Agreement, between the County and the Company, a form of which has been presented to the Board on the date hereof (the "Economic Development Agreement"), pursuant to which certain incentives will be provided to Company in exchange for its commitment to complete the Project, to make certain economic development payments, and to take certain other actions with respect to the Project; and

WHEREAS, as contemplated by the Economic Development Agreement, the Board desires to approve the execution of Road Use Agreement, between the County and the Company, a form of which was has been presented to the Board on the date hereof (the "Road Use Agreement"), pursuant to which the County agrees to provide the use of certain roads to the Company and the Company agrees to repair and improve such roads and certain drainage improvements in the County; and

WHEREAS, as contemplated by the Economic Development Agreement, the Board desires to approve the execution of a Decommissioning Agreement, between the County and the Company, a form of which has been presented to the Board on the date hereof (the "Decommissioning Agreement"), pursuant to which the Company is required to formulate a decommissioning plan and to provide financial assurance for the decommissioning of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of DeKalb County, Indiana, that:

1. The Board hereby finds that the execution and delivery of the Economic Development Agreement, the Road Use Agreement and the Decommissioning Agreement are in the best interests of the County and its citizens. The Board is authorized and directed to execute the Economic Development Agreement in the name and on behalf of the County, and the Auditor of the County is hereby authorized and directed to attest the execution of such agreement, with such changes and modifications as such persons or the County Attorney deem necessary or appropriate to effectuate this Resolution, said persons' execution thereof to be conclusive evidence of the approval of such changes. The Road Use Agreement and the Decommissioning Agreement shall be attached as exhibits when such agreements are finalized by the County and the Company.

2. The members of the Board, the Auditor of the County, the legal counsel of the County, and other appropriate officers of the County are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution.

3. This Resolution shall be in full force and effect from and after its adoption.

DULY ADOPTED on this 9th day of October 2023, by the Board of Commissioners of DeKalb County, Indiana.

BOARD OF COMMISSIONERS OF
DEKALB COUNTY, INDIANA

W L Hart

Todd Sanderson, (ss)

ATTEST:

DeKalb County Auditor

DMS 27692373v1

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this "**Agreement**") is made on this ____ day of October, 2023 (the "**Effective Date**"), by and between Sculpin Solar LLC ("**Owner**"), and DeKalb County, Indiana (the "**County**"), acting through the Board of Commissioners of the County.

RECITALS

WHEREAS, Owner plans to develop a solar energy generation facility in Wilmington Township and Stafford Township in the County, on land which is more particularly depicted and described on Exhibit A hereto (the "**Real Estate**") and in the course of doing so intends to develop and construct upon the Real Estate certain improvements and/or facilities as part of the solar energy generation facility, which will consist of approximately one hundred and eighty (180) megawatts alternating current ("**MWac**") of new nameplate capacity (collectively, the "**Project**"); and

WHEREAS, the County desires to improve the financial condition of the County; and

WHEREAS, the parties mutually desire to reach an agreement to provide adequate funding for economic development in connection with the Project; and

NOW, THEREFORE, in consideration of their mutual covenants, agreements, inducements and obligations under this Agreement and otherwise, and for all other valuable consideration, which has been given or will be given hereunder, the receipt and sufficiency of which are both hereby acknowledged by the parties, Owner and the County agree as follows:

1. Schedule; Payments by Owner.

(a) Owner estimates the start date of the Project construction as May 31, 2024 and the completion date of the Project construction as December 31, 2025; provided, however, the County acknowledges that these dates may change without amendment to this Agreement so long as Owner commences construction of the Project no later than May 31, 2026, and then completes the Project construction no later than December 31, 2027. If the commencement and completion of the Project construction do not occur on or before such later dates, the County shall have no further obligations under this Agreement.

(b) Notwithstanding any other provision hereof, the County acknowledges that Owner has no obligation to build the Project, but, upon the Project's commercial operation date (the "**COD**"), Owner hereby agrees, subject to the terms and conditions contained herein, to make or cause to be made, by agreement or otherwise, to the County pursuant to Section 4 herein, economic development payments as set forth in the following subsection (individually, each, an "**EDA Payment**" and, collectively, the "**EDA Payments**"). For purposes of this Agreement, "COD" shall be first date that the Project is commercially delivering electricity to the electric grid (not including test energy). Further notwithstanding any other provision of this Agreement, if Owner commences construction of the Project and thereafter the Project does not achieve COD, then (x) Owner shall decommission the constructed portion of the Project pursuant to the terms of the

Decommissioning Agreement (as defined below), and (y) Owner shall repair any damage to the County roads pursuant to the Road Use Agreement (as defined below).

(c) The aggregate amount of the EDA Payments shall be equal to One Million and No/100 Dollars ($1,000,000.00). The EDA Payments shall be made in ten (10) equal installments paid on an annual basis as set forth herein, in the following amounts:

EDA Payment Installment Number	EDA Payment Amount
EDA Payment 1	$100,000.00
EDA Payment 2	$100,000.00
EDA Payment 3	$100,000.00
EDA Payment 4	$100,000.00
EDA Payment 5	$100,000.00
EDA Payment 6	$100,000.00
EDA Payment 7	$100,000.00
EDA Payment 8	$100,000.00
EDA Payment 9	$100,000.00
EDA Payment 10	$100,000.00

The first EDA Payment shall be made no later than sixty (60) days after the Project's COD. The remaining EDA payments shall be made over the following nine (9) years, each no later than the one-year anniversary of the prior installment. However, the payment dates for the subsequent EDA Payments shall be subject to any delay reasonably necessary to reconcile the amount of the applicable EDA Payments with the County pursuant to the remaining terms and conditions of this Section 1. The above amount of the EDA Payments assumes Owner invests no more than Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00) in the County for the construction of the Project. In the event that Owner invests more than Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00) in the County for the construction of the Project, the aggregate amount of the EDA Payments shall be increased by Three Thousand and No/100 Dollars ($3,000.00) for each One Million and No/100 Dollars ($1,000,000) that Owner's actual investment in the County for the construction of the Project exceeds Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00), with such additional aggregate amount payable in nine (9) equal installments on an annual basis at the same time as each of the second through tenth EDA Payments are made (collectively, the "**Additional EDA Payments**" and, each, an "**Additional EDA Payment**"). For all purposes of this Agreement except the calculation of the Additional EDA Payments pursuant to this subsection, the Additional EDA Payments shall be treated as one and the same as the EDA Payments. Upon Owner's submittal of a copy of its filed Form UD-45 as required hereunder, the parties shall promptly work in good faith to determine the definitive schedule of the Additional EDA Payments.

(d) The EDA Payments, if and when due and payable pursuant to Section 1 hereof, are to be made, or caused to be made, by Owner as consideration for the restriction of other new commercial development and employment in portions of the Real Estate that results from the Project. The EDA Payments shall constitute a contribution by Owner to the furtherance of other economic development in the County, and the EDA Payments shall be used by the County or its

recipient to improve the quality of life in the County and thereby foster economic development in the County, all in accordance with Indiana law. The EDA Payments shall not constitute a payment in lieu of any tax, charge, or fee of the County or any other taxing unit and shall be separate from and *in addition to* any other payments required to be made pursuant to this Agreement and any regular installments of locally-assessed real, personal and/or state-assessed utility distributable property taxes (as the case may be) as the same may become due and payable in the ordinary course for the Project, together with any regular installments of locally-assessed real property taxes for land underlying the Project.

(e) The EDA Payments, if and when due and payable pursuant to Section 1 hereof, shall be guaranteed by EDF Renewables, Inc. as set forth in the Guaranty attached as Exhibit D to this Agreement (the "**Guaranty**"), and Owner shall pay any reasonable attorneys' fees incurred by the County to enforce such Guaranty. The Guaranty shall be executed and delivered by Guarantor (as defined in the Guaranty) to the County no later than ninety (90) days prior to the start date of the construction of the Project. The Maximum Recovery Amount (as defined in the Guaranty) assumes that Owner invests Three Hundred Fifty Million and No/100 Dollars ($350,000,000.00) in the Project. In the event that the EDA Payments are increased because of additional investment in the Project, then a revised Guaranty setting forth a new Maximum Recovery Amount corresponding with the new aggregate amount of the EDA Payments shall be tendered by Owner to the County.

(f) The County hereby agrees to use the EDA Payments received from Owner for proper governmental purposes and in accordance with Indiana law.

2. Actions by the County. The County hereby agrees that this Agreement may be filed by Owner with the DeKalb County Plan Commission and the County Technical Review Group as the Economic Development Agreement required pursuant to Section 3.13 of County's Ordinance UDO-83.

3. Payments in Lieu of Taxes ("PILOT"). In addition to the EDA Payments, the County is entering into this Agreement in reliance upon the property taxes to be paid by Owner to the local taxing units located in the County (including the County, each a "**Taxing Unit**"), if the Project is constructed (although Owner is under no obligation to construct the Project, or any part thereof), as a result of the investment by Owner in the Project. In the event of a Change in Law (as hereinafter defined), Owner shall pay to each Taxing Unit an annual amount (such payment, a "**PILOT**"), for each year beginning as of the effective date of such Change in Law, and continuing through and including, but not after, the due date(s) for installments of taxes payable for each year of the Project's life until decommissioning has occurred. The annual PILOT shall be paid in semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year). "**Change in Law**" shall mean a change in the local, state or federal laws, rules, or regulations (including, for example, local income taxes) which makes all or any portion of Owner's property exempt from taxation by the Taxing Units, alters any applicable depreciation and real or personal property assessment rules or regulation, or, in the case of local income taxes, lowers Owner's property tax payments. The amount of each annual PILOT shall be determined as follows: (a) the amount of property taxes that Owner would have paid during such year to the Taxing Units had the Change in Law not taken effect, based on the then

current property tax rate and the finally-determined assessed value of Owner's property for that assessment year, less (b) the amount of other new tax revenue paid by Owner and received by the Taxing Unit(s) from Owner as a result of the Change in Law, which other new tax revenue may be collected locally or at the State level and distributed to the Taxing Unit(s) (e.g., a production tax, a license tax based on gross revenue, etc. that is imposed and distributed to the Taxing Unit). Notwithstanding any other provision of this Section, in no event shall the PILOT payments be greater than what would have been due and owing absent a Change in Law.

4. Manner of Payment. Except for the first EDA Payment, the DeKalb County Treasurer shall issue an invoice to Owner for each EDA Payment or any PILOTs due under this Agreement at least thirty (30) days prior to the due date of such EDA Payment or PILOT. Each EDA Payment, if and when due and payable as provided in Section 1 hereof, shall be made payable to the DeKalb County Treasurer, or such other entity or entities which the Council may lawfully designate to Owner in writing by resolution prior to the due date of such payment. Once an EDA Payment or PILOT is made in full by Owner, Owner shall not be responsible in any way for the disposition of such funds and the County shall, to the extent permitted by law, indemnify, defend and hold harmless Owner and its affiliated companies from all liabilities related to or arising in connection with such disposition.

5. Assessed Value.

(a) The parties acknowledge that the State of Indiana, by and through the General Assembly and the Department of Local Government Finance (the "**DLGF**"), enacts statutes, regulations and guidelines regarding the assessment process for real property within the State. As such, the parties agree that the land underlying the Project will be assessed by the DeKalb County Assessor in accordance with processes and procedures proscribed by applicable Indiana Code and Indiana's Real Property Assessment Guideline, as amended or updated from time to time.

(b) In addition to the EDA Payments, if and when due and payable pursuant to Section 1 hereof, the County is entering into this Agreement in reliance upon the property taxes to be paid by Owner to the Taxing Units as a result of the investment by Owner in the Project. If the Project reaches COD, the actual assessed value of all distributable property of Owner located in the County (the "**Actual Assessed Value**") in each year as of January 1, commencing with the year immediately following the year of the Project's COD through and including the nineteenth (19th) year thereafter (*i.e.*, twenty (20) years in total) so long as the Project is operational, shall be not less than the greater of (i) the 30% Floor (as defined in Section 6(c) below), or (ii) Seventy-One Million Two Hundred Fifty Thousand and No/100 Dollars ($71,250,000.00) (the "**Minimum Assessed Value**"); provided, however, upon the full decommissioning of the Project, the Minimum Assessed Value for each year thereafter shall automatically be Zero Dollars ($0) and Owner shall not owe any PILOT payments as described in Section 5(c) below for assessment years after the year of decommissioning.

(c) In any year when the Actual Assessed Value is less than the Minimum Assessed Value, a PILOT payment will be assessed. The amount of each annual PILOT payment payable under this Section 5 shall be determined as follows: (i) the amount of property taxes that Owner would have paid during such year to the Taxing Units had the Actual Assessed Value been equal to the Minimum Assessed Value, based on the then current property tax rate, less (ii) the amount

of property taxes paid by Owner and received during such year by the Taxing Units based on the Actual Assessed Value.

(d) Within thirty (30) days after the DeKalb County Assessor receives the Project's certified distributable property assessment from the DLGF, the DeKalb County Auditor will notify Owner if the Actual Assessed Value is less than the Minimum Assessed Value. In such event, the Auditor will send to Owner a detailed statement outlining the amount the Actual Assessed Value is less than the Minimum Assessed Value, the current tax rate for the applicable tax district(s), and identify the PILOT amount due. The PILOT payments payable under this Section 5 will be due to the County Treasurer as semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year, following the year when the Actual Assessed Value was below the Minimum Assessed Value).

6. Assessed Valuation of Real Estate; Owner Covenants and Representations.

(a) Owner agrees that the Real Estate shall be assessed at an assessment rate no greater than the "solar land base rate" for the region in which the County is located (currently, the "north region"), as determined pursuant to Ind. Code § 6-1.1-8-24.5, as amended.

(b) Owner hereby covenants and agrees that within fifteen (15) days of filing Form UD-45 with the DLGF, it shall provide a copy of the filed Form UD-45 to the DeKalb County Auditor and the County Assessor. Concurrently, Owner shall provide a schedule to the County Auditor and the County Assessor showing the total cost of property placed in service for such property for federal tax purposes and the annual and accumulated depreciation for federal tax purposes. The total cost of property placed in service as shown on such schedule is intended to match the amount shown on Line 9 of Form UD-45, and the amount shown on such schedule for accumulated depreciation is intended to match the amount shown on Line 21 of Form UD-45. Any discrepancies shall be reconciled on the schedule. Owner agrees to depreciate the solar panels consistent with a five (5)-year recovery period MACRS double-declining balance depreciation schedule (the "**5-Year MACRS Schedule**"). Such Owner-provided schedule shall be used by the County to verify that Owner depreciated the solar panels on the 5-Year MACRS Schedule.

(c) Owner hereby covenants and agrees that the assessed value of the Project will not be reported to be less than thirty percent (30%) of the total acquisition cost of the Project as reported on the Form UD-45 filed with the DLGF (the "**30% Floor**"). The 30% Floor will be used as the minimum assessed value for the Project regardless of the reported true tax value of the Project and the distribution of the Project's assessment to the Project taxing district(s) as reported on the Form UD-45 when accounting for Owner investments elsewhere in the State of Indiana outside of the Project, subject, however, to any approved special adjustment for abnormal obsolescence. Owner shall not make a claim that the solar panels are subject to any normal obsolescence deduction.

7. Default and Remedies. Any default by Owner of any of its obligations under this Agreement shall be deemed to be, and shall be, a breach by Owner of its obligations hereunder. In such event, the County shall be entitled to pursue any remedies provided to it by law. However, before a party shall be deemed to be in default due to failure to perform any of its obligations under

this Agreement, the party claiming such failure shall provide written notice specifying the default and manner of cure, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if (i) with respect to the failure to pay the EDA Payments or PILOT, such payment is properly made within thirty (30) days after Owner's receipt of written notice from the County, or (ii) with respect to any other alleged failure, the party allegedly failing to perform has begun efforts to cure to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. The party claiming a breach of this Agreement may seek any remedy available at law or equity, if (i) with respect to the failure to pay the EDA Payments or PILOT, such payment has not been properly made within thirty (30) days of Owner's receipt of the required notice, or (ii) with respect to any other alleged breach, the party allegedly failing to perform has not begun efforts to cure within thirty (30) days of the receipt of such notice and continued such efforts to cure to the reasonable satisfaction of the complaining party (in either instance, a "**Default**").

8. Other Tax Relief. Nothing in this Agreement shall prohibit Owner (or owner(s) of any portion of the Real Estate, as their interests may appear) from (a) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Real Estate or of any tangible property which is constructed in accordance with the Project, or (b) seeking or claiming any other statutory exemption, deduction, credit or any other tax relief (including, but not limited to, any refund of taxes previously paid with statutory interest) for which Owner may be or may become eligible, or to which Owner may be or may become entitled. Notwithstanding the above, to the extent that Owner is allowed the option in completion of the Form UD-45 filed with the DLGF to report multiple projects in the State of Indiana under a common methodology which may allow for reallocation of investment among other counties, Owner covenants not to avail itself of such option and shall report the investment in the County based on actual investment in the County.

9. Entities Involved in Development. All or portions of the Project may be undertaken and/or accomplished by or in the name of entities other than Owner, acting as affiliates, partners, contractors, successors and/or assigns of Owner. By way of example, and not limitation, Owner may create an affiliate entity and enter into agreement with a partner to construct and operate 100 MWac of nameplate capacity, and may enter into agreement with another partner to develop and/or operate the remaining 80 MWac of nameplate capacity, of the overall Project.

Owner may assign its rights and obligations hereunder (in whole or in part) as they may pertain to those portions of the Project undertaken by such entity or entities, other than Owner, including, but not limited to, the obligation to make the EDA Payments, all in proportion to the portion(s) of the Project assigned by Owner to be undertaken by such entity or entities. The County agrees that, subject to the terms thereof including making the EDA Payments, the written undertaking of such rights and/or obligations by such entity or entities with written notice of same to the County, shall be sufficient and effective to transfer such rights and/or obligations fully to such entity or entities, effective as of the date of such written notice to the County, including, but not limited to, for purposes of Section 7 hereof, which Section shall apply only to the entity or entities triggering the provisions of Section 7 hereof, and only with respect to the portion(s) of the Project for which such entity or entities are responsible.

10. Assignments. Except as is set forth below and in Sections 9 and 11 hereof, the rights and obligations contained in this Agreement may not be assigned by Owner or any affiliate thereof without the express prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the County's 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 Owner pursuant to this Agreement. Any transfer or assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. So long as an assignee assumes in writing all assigned obligations under this Agreement, Owner may be released from liability for the assigned obligations hereunder.

No direct or indirect change of control of the ownership interests of Owner or any of its direct or indirect affiliates, a reorganization of Owner or any of its direct or indirect affiliates, or any other sale or transfer of direct or indirect ownership interests in Owner or any of its direct or indirect affiliates (including any tax equity investment or passive investment) or the foreclosure by any Financing Party (as defined below) on any Collateral Assignment (as defined below) shall constitute an assignment requiring the consent of the County under this Agreement.

Notwithstanding the foregoing, with prior written notice to the County but without the need for consent of the County, Owner may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to (i) a public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have demonstrated experience in constructing and operating an energy generation project in the United States and a net worth of a minimum of Twenty-Five Million Dollars ($25,000,000) as confirmed by audited financial statements as of the most recent fiscal year. Notwithstanding the above, this Agreement may not be assigned or transferred to an entity owned or controlled by China, North Korea, Iran or any Country with State-sponsored terrorism as determined by the State Department of the United States of America.

11. Collateral Assignment. Owner may, without the prior approval of the County, by security, charge or otherwise, encumber its interest under this Agreement and any amendments to this Agreement to finance the development, construction, operation of or investment in the Project, including entering into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in Owner or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement (each a "**Collateral Assignment**"), provided that Owner shall have promptly provided the County with written notice upon making such Collateral Assignment. Promptly after agreeing upon a Collateral Assignment, Owner shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Owner's interest under this Agreement has been encumbered (each such party, a "**Financing Party**" and together, the "**Financing Parties**"). Such notice shall include the names of the account managers or other representatives of the Financing Parties to whom written and telephonic communications may be addressed. After giving the County such initial notice, Owner shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. If requested by the Financing Parties, the County shall execute and deliver any reasonably

requested consents or estoppels related to the Collateral Assignment(s) providing for cure periods and other rights reasonably afforded to the Financing Parties under such consents.

If Owner encumbers its interest under this Agreement and any amendments thereto and provides the notice described in the immediately preceding paragraph, then from and after the County's receipt of such notice, the County shall provide the Financing Parties notice of any payment or other default by Owner under the Agreement and an opportunity to cure the same as set forth in Section 21.

12. Amendments. This Agreement may be amended or modified by the parties, only in writing, and signed by all parties.

13. Entire Agreement. Except to this extent expressly stated herein, this Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter contained herein and hereby merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

14. Notices. All notices, which may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the County, to:
DeKalb County Board of Commissioners
Attn: County Auditor
100 S. Main St.
Courthouse
Auburn, Indiana 46706

With a copy to:
Barnes & Thornburg LLP
Richard J. Hall, Esq.
11 South Meridian
Indianapolis IN 46202
Email: richard.hall@btlaw.com

Kruse & Kruse P.C.
Andrew Kruse, Esq.
143 E. 9th St.
Auburn, IN 46706
Email: andrewkruse@kruselaw.com

If to Owner, to: Sculpin Solar LLC
c/o EDF Renewable Energy
15445 Innovation Drive
San Diego, CA 92128
Attn: Joshua Pearson, General Counsel
Email: joshua.pearson@edf-re.com

with copy to: Dentons Bingham Greenebaum LLP
10 West Market Street, Suite 2700
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.
Email: mary.solada@dentons.com

Any party may change its contact or address for receiving notices by giving written notice of such change to the other party. Notice may be sent by a party's counsel.

15. Severability of Provisions. The invalidity of any provisions of this Agreement shall not affect other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted. To the extent the obligation to make the EDA Payments is adjudged to be illegal, then Owner shall no longer be required to make any remaining EDA Payments.

16. Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, pandemic, epidemic, war, 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 by the County, 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 Council or Owner under this Agreement (a "**Permitted Delay**"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances; provided, however, payment by Owner to the County pursuant to Section 1 and Section 22 hereunder shall not be excused on the basis of delays in transportation or inability to secure labor or materials in the open market. If there should arise a Permitted Delay, and the party claiming the Permitted Delay anticipates that such Permitted Delay will cause a delay in its performance under this Agreement, then the party claiming a Permitted Delay shall promptly provide written notice to the other parties detailing the nature and the anticipated length of such delay.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana excluding any conflict of laws provisions which would result in the application of the laws or any other jurisdiction.

18. No Admission, Etc. Neither this Agreement, nor any payments made pursuant hereto, shall be interpreted as an admission of liability or a waiver of any rights on behalf of any entity or person including, but not limited to the parties hereto, except to the extent that same shall be fully and expressly stated herein. The terms hereof have been freely and fairly negotiated by the parties with advice of competent legal counsel.

19. Legal Authority. The parties hereto each acknowledge that they have the full legal capacity to enter into all terms contained in this Agreement.

20. Consent to Jurisdiction. This Agreement has been delivered to the County and is to be performed in DeKalb County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, Owner hereby designate(s) all courts of record sitting in DeKalb County, Indiana with respect to state subject matter jurisdiction and the Northern District of Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. Owner hereby waives any objection which it may have to any such proceeding commenced in a state court located within DeKalb County, Indiana or a federal court located within the Northern District of Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against Owner or its property in the courts of any other jurisdiction.

21. Rights of Financing Parties. Notwithstanding any other provision hereof, any rights afforded to Owner hereunder shall be afforded to any Financing Parties and accordingly, any notice provided to Owner shall be provided to any Financing Parties so long as prior notice of the existence of such Financing Party is provided to the County pursuant to Section 11 hereof. A Financing Party shall have the right (but not the obligation) to cure any default of this Agreement by Owner. A Financing Party shall have the same period after receipt of a default to remedy a default, or cause the same to be remedied, as is given to Owner after such Financing Party's receipt of a notice of default under this Agreement, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default; and (ii) sixty (60) days in the event of any non-monetary default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Financing Party to complete such cure, including the time required for the Financing Party to obtain possession of the Real Estate (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, and (b) the Financing Party shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). A

Financing Party shall have the absolute right to substitute itself for Owner and perform the duties of Owner under this Agreement for purposes of curing such default. The County shall not terminate this Agreement prior to expiration of the cure periods available to a Financing Party as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Owner shall be grounds for terminating this Agreement as long as all amounts payable by Owner under this Agreement are paid by Owner or a Financing Party in accordance with the terms hereof, and (y) Non-Curable Defaults shall be deemed waived by the County upon completion of foreclosure proceedings or other acquisition of the Real Estate.

22. Payment of County Expenses. Owner shall pay the County's professional fees pursuant to the Agreement Regarding Payment of Costs for County's Use of Consultants, dated as of January 9, 2023, by and between Owner and the County.

23. Decommissioning Agreement; Road Use Agreement. The County hereby approves the form of decommissioning agreement attached hereto as Exhibit B (the "**Decommissioning Agreement**") and the form of road use agreement attached hereto as Exhibit C (the "**Road Use Agreement**"). The County and Owner shall enter into the Decommissioning Agreement and the Road Use Agreement no later than thirty (30) days prior to the estimated start date of the construction of the Project. Owner shall materially comply with all terms of and fulfill its obligations under the Decommissioning Agreement and the Road Use Agreement.

24. Counterparts. This Agreement may be executed in a number of counterparts and each counterparts' signature(s) shall, when taken with all other signatures, be treated as if executed upon one original of this Agreement. A facsimile or electronic signature of any party shall be binding upon that party as if it were the original.

25. Successors and Assigns. Subject to the limitations on assignments of this Agreement as set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

26. Indemnity. Owner covenants and agrees to indemnify, defend and hold the County, its elected officials, and employees (the "**Indemnitees**") harmless from any and all claims, demands, suits, actions, proceedings, or cause of actions (including violation of any environmental laws, or regulations resulting in judgments, obligations, fines, penalties or expenses) brought against the Indemnitees by any parties, including any federal or state agencies, for personal injury, property damages, clean-up costs, fines, penalties or expenses, including reasonable attorneys' fees, to the extent such claims, demands, suits, actions, proceedings, or cause of actions arise directly from or in the course of the performance by Owner of this Agreement, except if such claims, demands, suits, actions, proceedings, or cause of actions arise from any negligent act or failure to act by the Indemnitees, as applicable, under the Decommissioning Agreement or the Road Use Agreement. Notwithstanding the foregoing, Owner's indemnity obligations above shall be capped at $1,000,000 per occurrence and $3,000,000 in the aggregate over the term of this Agreement.

27. Representations and Warranties. Each party hereto represents and warrants to each other party hereto as of the date hereof as follows in this Section. Assuming the due

authorization, execution and delivery hereof by each other party hereto, this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as limited by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar applicable laws relating to creditors' rights generally, and (b) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

SCULPIN SOLAR LLC

By: _____

Name: _____
Authorized Signatory

DEKALB COUNTY
BOARD OF COMMISSIONERS

By: _____
William Hartman, Member

By: _____
Michael Watson, Member

By: _____
Todd Sanderson, Member

ATTEST:

_____
Susan Sleeper
Dekalb County Auditor

Exhibit A

Real Estate

Parcel List

Parcel Number	Parcel Identification Number	Legal Description	Owner Last Name	Owner First Name
1	17-08-18-300-002.000-022	E1/2 SW1/4 (PT) SECTION 18 TWP 34 RANGE 15 ACRES 3.00	HOOK PROPERTIES LLC	
2	17-08-18-300-004.000-022	PT E1/2 SW1/4 SECTION 18 TWP 34 RANGE 15 ACRES 68.1300	HOOK PROPERTIES LLC	
3	17-08-18-300-003.000-022	PT E1/2 SW1/4 SECTION 18 TWP 34 RANGE 15 ACRES 8.8700	HOOK PROPERTIES LLC	
4	17-08-18-400-004.000-022	S1/2 SE1/4 SECTION 18 TWP 34 RANGE 15 ACRES 80.0000	HOOK PROPERTIES LLC	
5	17-08-17-300-003.000-022	SW1/4 SW1/4 SECTION 17 TWP 34 RANGE 15 ACRES 40.0000	HOOK PROPERTIES LLC	
6	17-08-17-300-004.000-022	SE1/4 SW1/4 SECTION 17 TWP 34 RANGE 15 ACRES 40.0000	HOOK PROPERTIES LLC	
7	17-08-19-100-003.000-022	S1/2 S1/2 NW1/4 SECTION 19 TWP 34 RANGE 15 ACRES 40.0000	HOOK PROPERTIES LLC	
8	17-08-19-200-001.000-022	W1/2 NE1/4 SECTION 19 TWP 34 RANGE 15 ACRES 80.0000	HOOK PROPERTIES LLC	
9	17-08-19-200-002.000-022	N1/2 NE1/4 NE1/4 SECTION 19 TWP 34 RANGE 15 ACRES 20.0000	HOOK PROPERTIES LLC	
10	17-08-19-200-003.000-022	MID PT E 1/2 NE 1/4 ACRES 53.00 SEC 19 TWP 15 RANGE 15	HOOK PROPERTIES LLC	
11	17-08-19-200-004.000-022	7A S END E1/2 NE1/4 SECTION 19 TWP 34 RANGE 15 ACRES 7.0000	HOOK PROPERTIES LLC	
12	17-08-20-100-001.000-022	W1/2 W1/2 NW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 40.0000	HOOK PROPERTIES LLC	
13	17-08-20-300-001.000-022	W1/2 SW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 2.0000	HOOK PROPERTIES LLC	

14	17-08-20-100-002.000-022	E1/2 W1/2 NW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 40.0000	HOOK PROPERTIES LLC	
15	17-08-20-100-003.000-022	E1/2 NW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 80.0000	HOOK PROPERTIES LLC	
16	17-08-20-200-001.000-022	N3/4 W1/2 NE1/4 SECTION 20 TWP 34 RANGE 15 ACRES 60.0000	HOOK PROPERTIES LLC	
17	17-08-20-200-002.000-022	S END W1/2 NE1/4 SECTION 20 TWP 34 RANGE 15 ACRES 20.0000	HOOK PROPERTIES LLC	
18	17-08-20-200-003.000-022	E1/2 NE1/4 SECTION 20 TWP 34 RANGE 15 ACRES 80.0000	HOOK PROPERTIES LLC	
19	17-08-20-300-003.000-022	W3/8 E1/2 SW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 27.99	HOOK PROPERTIES LLC	
20	17-08-20-300-017.000-022	PT SW1/4 SECTION 20 TWP 34 RANGE 15 ACRES .5237	HOOK PROPERTIES LLC	
21	17-08-20-300-018.000-022	PT SE1/4 SW1/4 SECTION 20 TWP 34 RANGE 15 ACRES .446	HOOK PROPERTIES LLC	
22	17-08-20-300-004.000-022	PT SE1/4 SW1/4 SECTION 20 TWP 34 RANGE 15 ACRES 2.00	HOOK PROPERTIES LLC	
23	17-08-29-100-004.000-022	W1/2 E1/2 NW1/4 SECTION 29 TWP 34 RANGE 15 ACRES 42.0000	HOOK PROPERTIES LLC	
24	17-07-25-100-008.000-026	S PT PT NE1/4 NW1/4 SECTION 25 TWP 34 RANGE 14 ACRES 27.1100	HAMPEL FARMS LLC	
25	17-07-25-200-009.000-026	SPT W1/2 NW1/4 NE1/4 SECTION 25 TWP 34 RANGE 14 ACRES 10.8560	HAMPEL FARMS LLC	
26	17-07-25-100-006.000-026	E1/2 OF N 3/4 OF S1/2 NW1/4 SECTION 25 TWP 34 RANGE 14 ACRES 30.0000	HAMPEL FARMS LLC	
27	17-07-25-200-006.000-026	SW1/4 NE1/4 SECTION 25 TWP 34 RANGE 14 ACRES 40.0000	HAMPEL FARMS LLC	
28	17-08-30-100-002.000-022	S PT S1/2 NW1/4 SECTION 30 TWP 34 RANGE 15 ACRES 60.0000	REINHART	LYNN & LISA
29	17-08-30-200-004.000-022	OFF S SIDE NE1/4 SECTION 30 TWP 34 RANGE 15 ACRES 64.5000	HOOK PROPERTIES LLC	
30	17-08-30-200-005.000-022	16' S SIDE NE1/4 SECTION 30 TWP 34 RANGE 15 ACRES 0.5000	HOOK PROPERTIES LLC	

31	17-08-29-100-002.000-022	N1/3 SW1/4 NW1/4 SECTION 29 TWP 34 RANGE 15 ACRES 13.3300	HOOK PROPERTIES LLC	
32	17-08-29-100-003.000-022	S END W1/2 NW1/4 SECTION 29 TWP 34 RANGE 15 ACRES 26.6600	HOOK PROPERTIES LLC	
33	17-07-25-400-001.000-026	N SIDE SE1/4 SECTION 25 TWP 34 RANGE 14 ACRES 53.3300	FERGUSON	LORNA
34	17-08-30-300-001.000-022	W3/4 N1/2 SW1/4 SECTION 30 TWP 34 RANGE 15 ACRES 60.0000	HAMPEL FARMS LLC	
35	17-08-30-300-002.000-022	OFF E END N1/2 SW1/4 SECTION 30 TWP 34 RANGE 15 ACRES 20.0000	HOOK PROPERTIES LLC	
36	17-08-30-400-001.000-022	N1/2 SE1/4 SECTION 30 TWP 34 RANGE 15 ACRES 79.9500	HOOK PROPERTIES LLC	
37	17-07-25-400-002.000-026	PT S1/2 SE1/4 SECTION 25 TWP 34 RANGE 14 ACRES 83.43	HAMPEL FARMS LLC	
38	17-08-30-300-004.000-022	PT S1/2 SW1/4 SECTION 30 TWP 34 RANGE 15 ACRES 75.0000	HAMPEL FARMS LLC	
39	17-08-30-300-003.000-022	NE COR S 1/2 SW 1/4 30 34 15 5.00 ACRES PART OF FARM ACREAGE	HOOK PROPERTIES LLC	
40	17-08-31-100-001.000-022	PT NW1/4 NW1/4 SECTION 31 TWP 34 RANGE 15 ACRES 31.14	GRABER	NOAH & LILLIAN
41	17-08-31-100-002.000-022	N1/2 SW1/4 NW1/4 SECTION 31 TWP 34 RANGE 15 ACRES 28.832	GRABER	NOAH & LILLIAN
42	17-08-31-100-003.000-022	S1/2 SW1/4 NW1/4 SECTION 31 TWP 34 RANGE 15 ACRES 20.0000	JACKSON	PERRY A
43	17-08-31-100-004.000-022	W1/2 E1/2 NW1/4 SECTION 31 TWP 34 RANGE 15 ACRES 40.0000	HAMPEL FARMS LLC	
44	17-08-31-300-001.000-022	PT W 1/2 SW 1/4 31 34 15 77.00 ACRES	HAMPEL FARMS LLC	
45	17-08-31-400-002.000-022	W END S1/2 SE1/4 SECTION 31 TWP 34 RANGE 15 ACRES 50.0000	REINHART	LAMAR & JEAN

Real Estate - Map

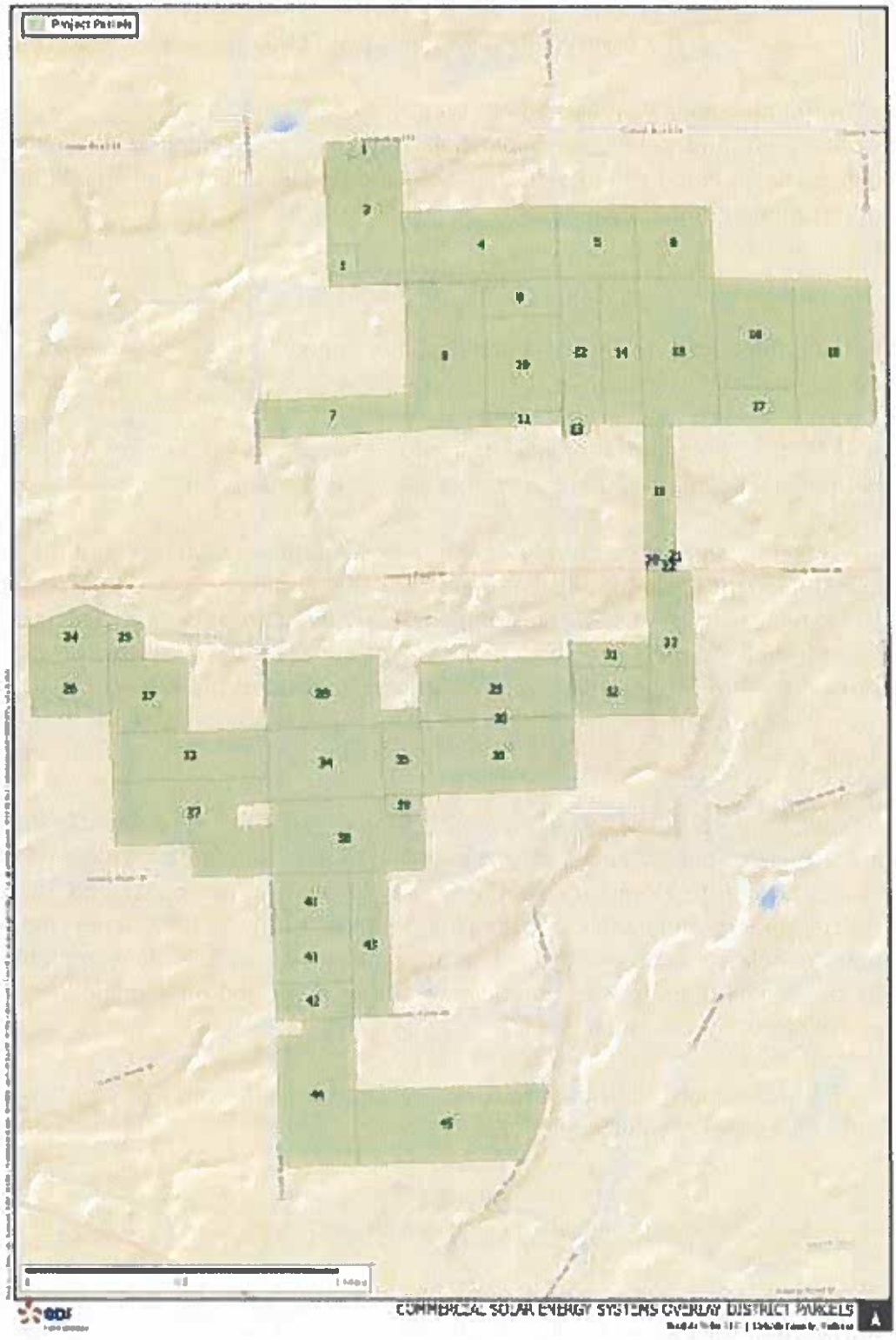

Exhibit B

Form of

DEKALB COUNTY – SCULPIN SOLAR ENERGY PROJECT
DECOMMISSIONING PLAN AGREEMENT

This Decommissioning Plan Agreement ("Agreement") dated as of _____, 202_ ("Effective Date"), by and between Sculpin Solar LLC, a _____ limited liability company, qualified to do business in Indiana (the "Company") and DeKalb County, Indiana ("County"), by and through its County Commissioners.

RECITALS

WHEREAS, the Company desires to build a Solar Energy Project consisting of 180 MW in DeKalb County, Indiana (the "Project");

WHEREAS, the Company has or will enter into certain Lease Agreements (collectively, the "Leases") with the landowners within the Project area (the "Landowners");

WHEREAS, pursuant to the County's Unified Development Ordinance and the Economic Development Agreement ("EDA") for the Project between County and Company (of which this Agreement is Exhibit B to the EDA), the Company is required to provide a Decommissioning Agreement which shall include a decommissioning plan with cost estimates regarding the cost of decommissioning the Project, including demolition and removal of the Project facility together with other provisions to ensure proper decommissioning upon the end of the Project life or facility abandonment;

WHEREAS, for purposes of this Agreement, "Project Facilities" are defined to include, but not be limited to, solar panels, racks, inverters, piles, foundations, transformers, landscaping including landscape buffers, internal roads, driveway location onto County and State Roads, bridges, culverts, underground cable circuits to a depth of thirty-six (36) inches and all other improvements associated with the Project as may be shown in the Development Plan as approved by the DeKalb County Plan Commission and as described on Attachment A: Sculpin Solar Energy Project Decommissioning Plan;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
REMOVAL BOND ISSUANCE

Section 1.1 Agreement to Decommission; Removal Bond Amount. Company shall decommission each of the Project Facilities and related improvements pursuant to the terms of

this Agreement, with detailed Plan related thereto described in Attachment A attached hereto, which shall be deemed the decommissioning plan under this Agreement (the "Plan"). The Company shall decommission each of the Project Facilities and related improvements upon the discontinuation of use which shall be deemed to occur upon the failure of such Project Facilities to produce electricity for (i) three hundred sixty-five (365) consecutive days, or (ii) if it reaches ninety (90) days from the end of its Project life (defined as discontinuation of use for the production of electricity) as established under this Agreement (collectively, the "Abandonment Period"), unless a plan outlining the steps and schedule for returning the Project Facilities to service is submitted and approved by the County prior to expiration of the Abandonment Period. Decommissioning shall include the obligations under the Plan, including: (i) removal from the property of each of the Project Facilities (except as otherwise agreed to with the Landowners) and related improvements installed or constructed by Company to a depth of thirty-six inches (36") beneath the soil surface, (ii) fill in and compact all trenches or other borings or excavations made by Company on the property, (iii) leave the surface of the property free from debris, and (iv) use reasonable efforts to restore the Property to condition reasonably similar to its original condition as it existed before the start of construction of the Project per Section 3.13 F(7)(b) of the DeKalb County Unified Development Ordinance: Commercial Solar Energy Systems Overlay District (the Ordinance) (the preceding being the "Decommissioning Obligations"). The Decommissioning Obligations must be complete within one (1) year of the start of decommissioning, with the allowance of no more than a six (6) month extension approved by the DeKalb County Zoning Administrator per Section 3.13 F (7)(c) of the Ordinance.

In the event of a force majeure event which results in the absence of electrical generation for twelve consecutive (12) months, by the end of the twelfth month of non-operation, Company must demonstrate to the County that the Project will be substantially operational and producing electricity within twenty-four (24) months of the end of the force majeure. If such a demonstration is not made to County's reasonable satisfaction, the decommissioning must be initiated within eighteen (18) months after the end of the force majeure or other event. The approval of the County of such a plan may not be unreasonably withheld. County considers a force majeure to be due to the following causes: fire, earthquake, flood, tornado, ice storm, or other acts of God and natural disasters, and war, civil strife, terrorism or other similar violence.

No later than sixty (60) days prior to construction of the Project, Company shall obtain and deliver to County a surety bond equal to one hundred twenty-five percent (125%) of the Removal Costs as hereinafter defined, in form and substance reasonably satisfactory to County securing performance of Company's obligation to remove the Project Facilities (the "Removal Bond"). An independent Professional Engineer approved by Company, the County and the Zoning Administrator shall be retained and compensated by Company to determine the amount of the initial Removal Bond. The Removal Costs shall consider the estimated cost to decommission the Project, the anticipated manner in which the Project will be decommissioned, the anticipated site restoration actions, and the estimated decommissioning costs in accordance with Section 3.13 F of the Ordinance (the "Decommissioning Costs") in current dollars, including a methodology for calculating any adjusted costs over the life of the Project. The provider of the Removal Bond shall be a company listed in the latest version of "Companies Holding Certificates

of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reimbursing Companies". The Company represents that it has not granted and the Company shall not grant to the landowners or any other party rights to the Removal Bond senior to the rights of the County to the Removal Bond.

Once in place, Company shall keep such Removal Bond, or similar financial assurance, in force throughout the duration of the Project.

Section 1.2 Removal Bond Provider; Removal Bond Beneficiaries. At least thirty (30) days prior to such delivery of the Removal Bond to the County, the Company shall submit to the County the name of the provider of the Removal Bond and the documents governing the issuance of the Removal Bond, which documents shall be subject to the approval of the County, such approval not to be unreasonably withheld. The County shall be named as the beneficiary of the Removal Bond, provided, however, that the disbursement of and rights to the Removal Bond funds shall be governed by Article II below.

Section 1.3 Removal Bond Requirements. During the lifetime of the Project, the Company shall deliver to the County not later than ninety days (90) days prior to the expiration of the a surety bond, which expiration shall occur not earlier than the fifth year anniversary of the delivery of the Removal Bond (the "Renewal Deadline"), a certificate of continuation. The certificate of continuation shall extend the expiration date of the then-existing Removal Bond for at least one additional year.

Every five (5) years, an updated estimate of the Decommissioning Costs shall be provided by the Company from the Professional Engineer who provided the original estimate (as set out in Section 1.1) or if such engineer is unwilling or unable to provide a new estimate, a new Professional Engineer selected based on the process outlined in Section 1.1. The Company shall thereafter amend the Removal Bond if necessary to equal one hundred twenty-five percent (125%) of the updated estimate of the Decommissioning Costs. The Company shall maintain a Removal Bond until the Decommissioning Obligations are completed in accordance with this Agreement.

Section 1.4 Expiration of Removal Bond. The Removal Bond shall provide that if the Removal Bond is subject to expiration, termination or non-renewal, the issuer of the Removal Bond (the "Surety") shall provide written notice to the County at least sixty (60) days before the date of expiration, termination or non-renewal of the Removal Bond. If the issuer of the bond does not renew the bond and the Company fails to provide a substitute Removal Bond within thirty (30) days prior to the date of expiration, termination or non-renewal of the Removal Bond, the County shall have the right to (a) seek any necessary injunctive relief available under applicable law to affect the providing of the Removal Bond or any other requirement under this Agreement, (b) draw on the Removal Bond and deposit the drawn funds in a bank account and, at the County's election, apply such funds to the decommissioning of the Project Facilities, and (c) seek all remedies at law. Company shall pay to County the County's attorney and professional fees and other costs with respect to the pursuit and implementation of such remedies for such

an event of default.

Section 1.5 Liability Insurance. Company shall keep standard liability insurance in accordance with the requirements set out in the Section 3.13 F of the Ordinance as amended.

ARTICLE II
DISBURSEMENT OF SECURITY

Section 2.1 Rights of County. In the event the Company fails to decommission the Project in accordance with the requirements of this Agreement, the County may, in its sole election, undertake the decommissioning of the Project. The County's election to decommission all or any portion of the Project shall not create an obligation to the Landowners or the County to complete the decommissioning of the entire Project, and does not relieve the Company of its Decommissioning Obligations with respect to any remainder of the Project that has not been decommissioned by the County. In the event the County elects to undertake the decommissioning of the Project, it may make a claim(s) upon the Removal Bond to the Surety for the Removal Costs subject to the limitations set forth herein. Any claim made by the County upon the Removal Bond shall be limited to such expenses incurred by the County for the performance of the Decommissioning Obligations, including reasonable professional fees. In exercising County's rights under this Agreement, the Zoning Administrator, Plan Commission, County Surveyor, County Commissioners, and/or other County agencies as needed may engage with qualified contractors to: (i) enter the site of the Project Facilities, (ii) remove the Project Facilities, (iii) sell the Project Facilities, (iv) remediate the site of the Project Facilities, and (v) complete proceedings necessary to enforce this Agreement.

Section 2.2 County Cooperation. In the event the County determines, in its sole discretion, that the County will not be decommissioning all or any portion of the Project, the County shall execute all documentation reasonably required or requested by the Removal Bond, the Company and/or its lenders necessary to waive the County's rights to all or a portion of the Removal Bond funds. Additionally, the County and Landowners may enter into a "Letter of Understanding" (in recordable form) by which certain Project Facilities such as access roads, fences, gates and out buildings, as deemed necessary or useful by Landowners, may be allowed to remain.

Section 2.3 Landowner Leases. The Company represents and agrees that all Leases for Project Facilities shall contain terms that provide that the Project Facilities are properly decommissioned by Company upon expiration or earlier termination of the Project (except as otherwise allowed under Section 1.1 hereof or specifically provided in a Landowner Lease); provided, however, delivery of such terms of the Leases shall not relieve the Company of any of its obligations under this Agreement.

Section 2.4 Release of Removal Bond. Once the Company has demonstrated to the reasonable satisfaction of the County that the Decommissioning Obligations have been satisfied, the County shall provide written notice to the Surety that the Decommissioning Obligations have

been completed and the Removal Bond shall be released and the original bond returned to the issuer, along with a written release.

ARTICLE III
OTHER RIGHTS OF COUNTY

Section 3.1 Other Relief. In addition to any other rights and remedies granted herein, the County shall have the right to seek any injunctive relief available under applicable law to effect or complete the decommissioning of the Project. In addition, in the event that the Company or its lenders fail to decommission the Project in accordance with the terms of this Agreement, the County shall be entitled to apply any salvage value to the Project decommissioning costs and the County shall have the right to seek reimbursement from Company, its successors or assigns, for any such costs of decommissioning the Project incurred by the County in excess of the funds available under the Removal Bond and the salvage value of the Project Facilities.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations, Warranties and Covenants of County. The County represents and warrants to the Company as follows:

a. The County has full power and authority, on behalf of the County, to deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

b. This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

c. The execution, delivery, and performance of this Agreement by the County will not, to the best of County's knowledge, violate any applicable law of the State of Indiana.

Section 4.2. Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

a. The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

b. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

ARTICLE V
DISPUTES; DETERMINATIONS

Section 5.1 Default; Disputes. The breach of or default under this Agreement by the Company shall constitute a breach of the EDA, and any remedies set forth under the EDA shall be in addition to the remedies set forth in this Agreement. In the event of any dispute as to any amount to be paid pursuant to this Agreement, the right of the County to the Removal Bond funds and the salvage value of the Project Facilities shall take priority over the rights of the Landowners as set forth in this Agreement.

ARTICLE VI
TERM

Section 6.1 Term. The term of this Agreement shall commence upon the Effective Date, and this Agreement and County's rights hereunder shall terminate upon the completion of the decommissioning of the Project in accordance with the terms of this Agreement. Upon termination of this Agreement, the County shall execute all documentation necessary or reasonably required in order to release and waive all claims to the Removal Bond and the salvage value of the Project Facilities upon the request of the Company.

ARTICLE VII
MISCELLANEOUS

Section 7.1 No Waiver; Remedies Cumulative. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any party hereto of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 7.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

If to Company:

Sculpin Solar LLC
c/o EDF Renewable Energy
15445 Innovation Drive

San Diego, CA 92128
Attn: Joshua Pearson, General Counsel
Email: joshua.pearson@edf-re.com

With a copy to:

Dentons Bingham Greenebaum LLP
10 West Market Street, Suite 2700
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.
Email: mary.solada@dentons.com

If to the County:

DeKalb County Commissioners
Attn: County Auditor
100 S. Main St.
Courthouse
Auburn, IN 46706

With a copy to:
Andrew Kruse, Esq.
143 E. Ninth St.
Auburn, IN 46706

DeKalb County Plan Commission
301 S. Union St
Auburn, IN 46706

Section 7.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by each of the parties hereto. Any amendment to this Agreement shall be subject to a public meeting and approved by the County.

Section 7.4 Successors and Assigns. (a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 6.1 herein; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as provided in subsections (c), (d) (e) and (f) below, the rights and obligations contained in this Agreement may not be assigned by Company or any affiliate thereof without the express prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the County's 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 Company pursuant to this Agreement. Any transfer or assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. So long as an assignee assumes in writing all assigned obligations under this Agreement, Company may be released from liability for the assigned obligations hereunder.

(c) No direct or indirect change of control of the ownership interests of Company or any of its direct or indirect affiliates, a reorganization of Company or any of its direct or indirect affiliates, or any other sale or transfer of direct or indirect ownership interests in Company or any of its direct or indirect affiliates (including any tax equity investment or passive investment) or the foreclosure by any Financing Party (as defined below) on any Collateral Assignment (as defined below) shall constitute an assignment requiring the consent of the County under this Agreement.

(d) Notwithstanding the foregoing, with prior written notice to the County but without the need for consent of the County, Company may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to a (i) public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have demonstrated experience in constructing and operating an energy generation project in the United States and a net worth of a minimum of $25,000,000 as confirmed by audited financial statements as of the most recent fiscal year. Notwithstanding the foregoing, this Agreement may not be assigned or transferred to an entity owned or controlled by China, North Korea, or Iran or any Country with State-sponsored terrorism as determined by the State Department of the United States of America.

(e) Company may, without the prior approval of the County, by security, charge or otherwise, encumber its interest under this Agreement and any amendments thereto for the purposes of financing the development, construction, operation of or investment in the Project, including entering into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in Company or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement (each a "Collateral Assignment"), provided that Company shall have provided the County with written notice upon making such Collateral Assignment. Promptly after agreeing upon a Collateral Assignment, Company shall notify the Governing Bodies in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Company's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notice shall include the names of the account managers or other representatives of the Financing Parties to whom written and

telephonic communications may be addressed. After giving the County such initial notice, Company shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. If requested by the Financing Parties, the County shall execute and deliver any reasonably requested consents or estoppels related to the Collateral Assignment(s) providing for cure periods and other rights reasonably afforded to the Financing Parties under such consents.

(f) Any transfer or assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. Any assignment of this Agreement by Company to an assignee shall be subject to Company assigning its rights and obligations under the Agreement for Use of Roads dated _____, 202_ (the "Road Use Agreement"), which Road Use Agreement is Exhibit F to the EDA and the EDA to the same assignee. Any notice of assignment required to be delivered by Company pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section, and shall be delivered to the County not less than forty-five (45) days after the effective date of the assignment.

(g) Any transfer or assignment pursuant to this Section shall be subject to the requirements of Section 3.13(F)(f) of the Ordinance as amended and shall not be to an entity owned or controlled by a foreign nation (as defined in (d) above as China, North Korea, Iran or any County with State sponsored terrorism as defined by the State Department of the United States of America) without the prior written consent of the County. The new owner or operator shall agree to any and all provisions of any and all prior owner requirements, including the Removal Bond, and shall furnish the Zoning Administrator with a copy of the transfer or new bond satisfactory to the Zoning Administrator before commencing business. The Company or prior operator or owner shall remain liable until being formally released by the Plan Commission. Release of liability by the Company or prior operator or owner by the Plan Commission shall only be approved when the new operator or owner provides a new bond satisfactory to the Plan Commission.

Section 7.5 Counterparts; Effectiveness. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to matters covered by this Agreement and supersedes any and all prior agreements and understandings, written or oral, relating to decommissioning of the Project.

Section 7.6. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the parties hereto as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 7.7 Headings. Headings appearing herein are used solely for convenience of

reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of laws provisions. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, Company hereby designate(s) all courts of record sitting in DeKalb County, Indiana with respect to state subject matter jurisdiction and the Northern District of Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. Company hereby waives any objection which it may have to any such proceeding commenced in a state court located within DeKalb County, Indiana or a federal court located within the Northern District of Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against Company or its property in the courts of any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first written above.

"Company"

SCULPIN SOLAR LLC

By: _____
Name: _____
Its: _____

"County"

DEKALB COUNTY COMMISSIONERS

By: _____
Bill Hartman, Member

By: _____
Mike Watson, Member

By: _____
Todd Sanderson, Member

ATTACHMENT A

SCULPIN SOLAR ENERGY PROJECT - DECOMMISSIONING PLAN

The Decommissioning Plan shall be reviewed and approved by the DeKalb County Plan Commission as part of its approval of the Commercial Solar Energy System Development Plan.

Exhibit C

Form of

AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES

THIS AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES **("Agreement")** is made and entered into this ___ day of _____, 202_, by and between DEKALB COUNTY, INDIANA **("County"),** acting by and through its Board of Commissioners, and SCULPIN SOLAR LLC, a _____ limited liability company **("Developer"),** the County and Developer being referred to herein, collectively, as the **"Parties"** and, individually, as a **"Party"**;

WITNESSETH:

A. WHEREAS, Developer intends to develop, construct, and operate solar-powered electric generating facilities in DeKalb County, Indiana, consisting of photovoltaic panels, inverters, underground electrical systems, communications system, transmission lines, substations, switchyards, meteorological stations, operation and maintenance facilities, access roads, lay-down and staging yards, and related facilities totaling approximately 180 MW_{ac} of generating capacity (the "**Project**"); and

B. WHEREAS, in connection with the development, construction, operation, or maintenance of the Project, it may be necessary for Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns (Developer and, while in the performance of work for Developer, such other persons, collectively, the **"Developer Parties")** to: (i) transport heavy and/or oversized equipment and materials over designated haul routes on roads located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport certain (locally sourced to the extent commercially competitive and available, defined hereafter as "**locally sourced**") materials, such as concrete and gravel, on such roads; (iii) temporarily 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, along, 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 drains, or title drains regulated by the County under I.C. 36-9-27 and encroach within the County's seventy-five foot (75') drainage maintenance right-of-ways established I.C. § 36-9-27-33 (which provides for 75 feet on both sides of a legal drain); and

C. WHEREAS, Developer acknowledges that it may not conduct the above activities without the express consent and permission of the County, which has exclusive authority and control over County roads, bridges, culverts, drains, and other County property; and

D. WHEREAS, the County will permit the Developer Parties to perform the above activities in connection with the Project on County roads, culverts, bridges, and to intersect or pass over or through said County drains, 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 is hereby acknowledged, 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 road that is identified on Appendix A, (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County-owned or controlled property, each a **"Designated Road"** and, collectively, the "**Designated Roads**"), Developer will, at its expense, hire an independent third-party professional camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road (the "Road Condition Report"). Developer shall deliver the Road Condition Report to the County prior to the earlier of (i) Developer's commencement of any improvement to such Designated Road and (ii) any use by a Developer Party of such Designated Road for the operation of a motor vehicle or other equipment weighing more than ten (10) tons. The DeKalb County Highway Superintendent **("Highway Superintendent")** or his designee may participate reasonably in production of Road Condition Report; *provided,* that such participation shall not unreasonably delay the production of the Road Condition Report. The Highway Superintendent shall have ten (10) business days after such delivery to review the Road Condition Report. The Highway Superintendent shall be deemed to have accepted the Road Condition Report except to the extent that, and only with respect to specifically stated objections on particular Designated Roads as to which, the Highway Superintendent determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such ten (10) business day period, provide Developer in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon Developer may provide reasonable further documentation of the condition of the Designated Roads. If Developer disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided further,* that failure of Developer and the Highway Superintendent to reach agreement with respect to the condition of the portion of the Designated Roads to which the Highway Superintendent has specifically objected shall not prevent Developer from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the Highway Superintendent or delay the County's or the Highway Superintendent'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 Highway Superintendent. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within such ten (10) business days, the Road Condition

Report shall be deemed accepted by the Highway Superintendent.

Section 1.2 Drainage System Conditions. Using such records and maps of County regulated open and tile drains, including lateral drains connecting directly thereto, as may be timely provided to Developer by the County, Developer shall, at Developer's expense, (i) determine which such drains lie under, or within one hundred feet (100') of, any point at which any Developer Party may conduct any Project construction activity or operate a motor vehicle or other equipment weighing more than ten (10) tons (the **"Affected Drains")** and (ii) prepare one or more maps depicting all Affected Drains and all points of intersection with such construction activity (collectively, the "**Drain Location Map**"). The Drain Location Map shall be subject to the approval of the DeKalb County Drainage Board (the "**Drainage Board**") and, upon approval shall be attached hereto as Appendix D. Upon approval of the Drain Location map, Developer shall be authorized to install infrastructure within and intersecting over and upon certain private drains, open drains, or title drains regulated by the County under I.C. 36-9-27 and encroach within the County's seventy-five foot (75') drainage maintenance right-of-ways established I.C. § 36-9-27-33 (which provides for 75 feet on both sides of a legal drain) as shown therein.

Section 1.3 County Use of Drain Location Map. The County understands and acknowledges that Developer will locate the drains, utilizing such records and maps of County regulated open and tile drains as available and provided by the County Surveyor, and create the Drain Location Map for its own use based on any surveys conducted by the Company (to the extent commercially reasonable and practical) and will provide the Drain Location Map to the County only for the County's convenience. Developer shall not warrant the accuracy or completeness of the Drain Location Map and notes that it results from the use of publicly available data and any surveys conducted by the Developer as noted above (with no additional field work being required). The County shall not use the Drain Location Map as an official County document or otherwise rely on the Drain Location Map, except with respect to this Agreement, and is responsible for confirming all information on the Drain Location Map.

Section 1.4 County Approval of Site Plan. The site plan of the Project shall be subject to review with respect to the proximity of Project infrastructure to County open drains and subsurface drain tiles.

ARTICLE II
USE OF DESIGNATED ROADS BY DEVELOPER

Section 2.1 Use of Designated Roads by Developer. In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that the Developer Parties may use the Designated Roads at any time, seven (7) days a week, 365 days a year, beginning upon the commencement of construction, and for the duration of the development, construction, operation, and maintenance of the Project. 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. No separate permit from the County for use of the Designated Roads by over-weight or over-size vehicles listed on Appendix A shall be required. In addition to identifying the Designated Roads, Appendix A identifies the routes, driveways and road entrances over the Designated Roads that will be used for: (i) transportation

and delivery of solar generation 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, to the extent commercially competitive and available, including concrete and gravel. If Developer desires to include additional roads or portions thereof as Designated Roads, Developer shall (A) submit an updated version of Appendix A to the County that includes such additional roads and (B) to the extent appropriate, revise or supplement (1) the Road Condition Report in order to report on the pre-existing conditions of such additional roads or portions thereof as required by Section 1.1 and (2) the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix A and any such supplemental report being an "**Appendix A Update**"). With respect to any change to Appendix A or the Road Condition Report, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix A Update. The Highway Superintendent shall approve the Appendix A Update except to the extent that, and only with respect to particular Designated Roads as to which, the Highway Superintendent determines that (I) the Appendix A Update proposes a usage of such Designated Roads that would differ substantially and materially from usage already approved by the County, or (II) any revised or supplemented report or Drain Location Map submitted with the Appendix A Update is not complete and accurate (as provided for the original report or map, respectively, in Section 1.1 or Section 1.2). If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix A or the Road Condition Report) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix A Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix A Update. If Developer disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting any Project construction activity or using Designated Roads located in areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and for which the Highway Supervisor has approved a Road Condition Report, and or delay the County's or the Drainage Board's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and Designated Roads for which the Highway Supervisor has approved a Road Condition Report. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Appendix A Update within the applicable time period, the Appendix A Update shall be deemed accepted by the Highway Superintendent and Drainage Board, as applicable. [The County hereby provides an exemption for any County Ordinance Frost Law regarding construction of the Project.]

Section 2.2 Construction Period Meetings. Beginning prior to commencement of construction of the Project, and twice monthly thereafter, and any other time upon the reasonable request of a Party, Developer and a representative from the County (a "Designee") shall meet 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. Within ten (10) days after the execution of this Agreement by the Parties, the County shall provide the

name and contact information for its Designee. For purposes of this Section 2.2, commencement of construction of the Project shall mean commencement of construction of access roads, solar generation facilities, and associated facilities on the Project Site and shall not include testing and surveying (including geotechnical drilling and meteorological testing) by Developer to determine the adequacy of the Project Site for construction.

ARTICLE III
SAFETY RESPONSIBILITIES; ROAD CLOSURES

Section 3.1 Speed Limits. All vehicles driven by the Developer Parties shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

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

Section 3.3 Notice to School Corporations and Emergency Agencies. Developer shall provide to the City of Butler Fire Department, DeKalb County Sheriff's Office, DeKalb County EMA, DeKalb County Surveyor's Office, DeKalb County Highway Department Highway Superintendent, DeKalb Eastern School Corporation and any other agency or office reasonably designated by the County, (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. Developer shall monitor the Designated Roads for damage, appropriateness of signage, and other safety issues. Developer shall designate a person to coordinate the transportation-related activities of the Developer Parties during construction of the Project (the "Transportation Coordinator"). In the event that Developer plans a proposed road closure or limited access to a Designated Road or right-of-way that is anticipated to exceed fifteen (15) minutes or may affect public safety or convenience, the Transportation Coordinator shall notify the Highway Superintendent at least forty-eight (48) hours prior thereto. If, within eight (8) business hours after receipt of such notice, the County objects to such closure or limited access on grounds public safety or substantial public inconvenience, the Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Developer's construction activities and schedule. If the County does not so object within such time, the County shall be deemed to have no objection to such planned closure. In the event that the County plans a proposed road closure or limited access to a County road or right-of-way that could be reasonably anticipated to affect construction, maintenance, and operations activities related to the Project, the County shall notify Developer 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 addressed (directed to a fax number or e-mail address, as the case may be, provided for such purpose by the Party receiving notice).

Section 3.5 Use of Designated Roads and Non-Designated Roads. Vehicles used by Developer Parties weighing more than ten (10) tons shall travel only on the Designated Roads identified on attached Appendix A. In the event any such vehicles are used by Developer Parties on any County non-Designated Roads, then Developer shall be subject to the fines set forth in

Section 8.2.

Section 3.6 Dust Control. During the entire construction of the Project, Developer shall use a commercially recognized dust palliative to control airborne dust created or contributed to by the Developer Parties on gravel Designated Roads, after Developer 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 Highway Superintendent. The Highway Superintendent or his designee may provide written request to Developer for additional reasonable dust control measures.

ARTICLE IV
IMPROVEMENT AND MODIFICATIONS TO DESIGNATED ROADS

Section 4.1 Improvements and Modifications to Designated Roads. Prior to Developer's use of a Designated Road as permitted in Article II herein, Developer shall complete, and the County hereby acknowledges and agrees and consents to Developer's completion of, such temporary modifications and permanent improvements to such Designated Road as are reasonably necessary to accommodate the then-anticipated use of such Designated Road by the Developer Parties. Such temporary modifications and permanent improvements may include the widening of certain roads, the strengthening and/or spanning of existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads, all as are used as part of the Project. Prior to and during construction only, Developer may bore under the Designated Roads to accomplish these modifications and improvements.

Section 4.2 Compliance with Standards and Designs. Developer agrees that all necessary 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 Developer to the County prior to the commencement of the modifications and improvements. Developer may install driveways and entrances for ingress and egress to and from Designated Roads at locations shown on attached Appendix C, at Developer's cost. If Developer desires to update Appendix C, Developer shall (A) submit an updated version of Appendix C to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix C and any such revised or supplemented Drain Location Map being an "**Appendix C Update**"). With respect to any change to Appendix C, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix C Update. The Highway Superintendent and Drainage Board shall approve the Appendix C Update except to the extent that the Highway Superintendent determines that the Appendix C Update proposes an installation that would differ substantially and materially from the installation already approved by the County, or the Drainage Board determines that any revised or supplemented Drain Location Map submitted with the Appendix C Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or Drainage

Board makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix C Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix C Update. If Developer disagrees with the Highway Superintendent's or Drainage Board's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or Drainage Board's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway Superintendent's or Drainage Board's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix C Update within the applicable time period, the Appendix C Update shall be deemed accepted by the Highway Superintendent.

Section 4.3 Removal of Temporary Improvements. Upon completion of the portion of the Project requiring any temporary improvements, all such temporary improvements shall be removed by Developer. However, upon written request from the County prior to removal, any such temporary improvement may permanently remain as property of the County, or as a part of a County right-of-way.

Section 4.4 Collection System Cabling, Communication Cabling and Overhead Transmission Line. The County acknowledges that Developer 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 138 kV from the Project ("Collection System"), (ii) communication wires, cables, and/or lines relating to the Project ("Communication Cabling"), and (iii) overhead wires, cables, conduits, and/or lines, foundations, poles, guy wires and cross arms; (and their associated equipment related to the transmission of electricity at a voltage of up to 138 kV from the Project ("Overhead Transmission Line") (collectively, the **"Installation")** and may desire to (i) route portions of the Collection System and Communication Cabling below ground, either by boring or by cutting a trench, at locations adjacent to, along, or under (including across) the Designated Roads or under (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B) and (ii) route portions of the Overhead Transmission Line adjacent to, along, or over (including across) the Designated Roads or across (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B). In connection with the Installation, the County hereby grants to Developer all such authorizations and approvals from the County as are necessary to complete the Installation, subject only to Developer's obtaining such private land rights as are necessary to permit Developer to complete the Installation 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. The Installation shall be completed through trenching and not through plowing. Each trench cut across and along a County road shall be backfilled, compacted, and otherwise repaired as reasonably required to restore the County road to its structural condition prior to such cut. If Developer desires to update Appendix B, Developer shall (A) submit an updated version of Appendix B to the County and (B) to the

extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix B and any such revised or supplemented Drainage Report being an **"Appendix B Update").** With respect to any change to Appendix B, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix B Update. The Highway Superintendent and Drainage Board shall approve the Appendix B Update except to the extent that the Highway Superintendent determines that the Appendix B Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the Drainage Board determines that any revised or supplemented. Drain Location Map submitted with the Appendix B Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or Drainage Board makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix B Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix B Update. If Developer disagrees with the Highway Superintendent's or Drainage Board's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or Drainage Board's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway Superintendent's or Drainage Board's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix B Update within the applicable time period, the Appendix B Update shall be deemed accepted by the Highway Superintendent.

ARTICLE V
ROAD AND DRAIN REPAIR

Section 5.1 Developer's Obligation to Repair County Roads. If any County road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County-owned drainage tile or open ditch, is damaged by the Developer Parties, Developer shall (under a schedule determined by it to be reasonable and appropriate) repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the damaged road or other property to the condition it was in prior to such damage, including any improvements required by this Agreement. With respect to damage to a County road or related appurtenance, 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 as soon as reasonably feasible as agreed upon by Developer and County. Following completion of such repair, the Highway Superintendent and Developer shall jointly inspect the repair to confirm that it has been completed satisfactorily. The County understands and agrees that Developer is not responsible for any damage to County roads, County-owned drainage tile, or related appurtenances that is not caused by a Developer Party. For purposes of this Section 5.1, damage to any County-owned drainage tile or open ditch may also include damages occurring within the County's seventy-five (75) foot maintenance right-of-way under I.C.

§ 36-9-27-33, if such damage either denies, impedes, or affects the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County. Developer shall provide that any Designated Roads that require cement stabilization shall be pulverized with at least six percent (6%) cement stabilization and covered with no less than three inches (3") of #53 aggregate with a resulting two percent (2%) crown slope (collectively "**Cement Stabilization**"), which shall be maintained by Developer for the duration of the Project. Developer shall further provide for maintenance of the grade and dust control regarding the Designated Roads that require Cement Stabilization for the remainder of the Project construction.

Section 5.2 County's Obligation to Repair Drains and Structures. No later than thirty (30) days after execution of this Agreement, County shall repair certain portions of the following described County infrastructure prior to construction activities as follows:

a. County Tile Drains: Any damaged County regulated tile drains intersecting any Designated Road shall be replaced. The portion to be replaced shall be the length of such drain within the County road right-of-way, of existing size, with virgin HDPE dual-wall tile.

b. Culverts and Structures: Any County culverts and structures intersecting or adjacent to any Designated Road deemed damaged or in poor condition shall be replaced. Ten (10) gauge corrugated pipe shall be used for all culverts and purchased from either the County or a vendor selected by the County.

Developer will reimburse the County for the work described in this Section 5.2 no later than forty-five (45) days after the date this Agreement is fully executed, pursuant to the Drain Tile and Culvert Payment Schedule in Appendix F attached hereto.

Notwithstanding the foregoing, the County may determine, in its sole discretion, that the existing tile drains, culverts and structures are adequate and do not need to be replaced.

Section 5.3 Failure to Repair. If Developer fails to repair any damage to County-owned property that Developer is required by this Agreement to repair, the Highway Superintendent may request in writing that Developer perform such repair. If Developer fails to commence such repairs within thirty (30) days (subject to weather and the availability of materials) or as soon as feasible and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Developer for costs incurred in connection with the repair. To the extent that the County makes 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). Developer shall pay such invoiced amounts within forty-five (45) days following receipt of the invoice.

ARTICLE VI
FINAL RESURFACING

Section 6.1 Approval of Road Condition Prior to Final Surfacing. The condition of a Designated Road shall be subject to the approval by the Highway Superintendent prior to the laying of any final surface upon such Designated Road, with the understanding that the obligation to resurface shall apply only to damaged Designated Roads for a ¼ mile segment or intersection to intersection, whichever is less. If the Highway Superintendent does not give written notice to Developer detailing any objections to the condition of such Designated Road within five (5) business days after notification by Developer that such Designated Road is ready for final surfacing, the condition of such Designated Road shall be deemed acceptable by the Highway Superintendent. Developer and the County have agreed, pursuant to Section 6.2, that the County will assume responsibility for final resurfacing.

Section 6.2 Performance of Final Resurfacing by County. Developer shall provide the County with written notice of the date on which all solar and substation components (not including replacement components or spare parts) have been delivered to the installation site (the "**Final Delivery Date**"). County shall assume responsibility for final resurfacing of all damaged Designated Roads, such resurfacing to be completed on a schedule as determined by the County. The cost of such resurfacing shall be paid by Developer to the County within forty-five (45) days of the Final Delivery Date, as calculated in the Final Resurfacing Payment Schedule in Appendix F, attached hereto. Upon Developer's satisfactory payment of these costs, the County (i) fully and finally releases Developer from any obligation to resurface such Designated Road or to further improve or modify such Designated Road and (ii) indemnifies and holds harmless Developer from and against all claims and other liabilities related to or arising from or in connection with the County's resurfacing of or failure to resurface such Designated Road or the manner in which such Designated Road may be resurfaced, except to the extent such obligation arises from, or claims or liabilities relate to, a breach of the warranty set out in Article X.

Section 6.3 Section Corner Markers. To the extent that Section Corner Markers are damaged by Developer in the course of construction of the Project, Developer shall pay the County within forty-five (45) days of receipt of an invoice for the direct costs thereof.

ARTICLE VII
PERFORMANCE ASSURANCE

Section 7.1 Performance Assurance. Developer shall post reasonable assurance of performance in the amount described in Section 7.4 (the "**Performance Assurance**") no later than the date on which Developer issues to its contractor an unlimited notice to proceed with commencement of improvements and modifications to Designated Roads pursuant to Article IV herein. The Performance Assurance shall be made payable to the County and may be posted in the form of a surety bond issued by a corporation licensed to do business in Indiana and approved by the County, an irrevocable letter of credit, cash deposit, or other form of financial guarantee acceptable to the County, which Performance Assurance shall remain in full force and effect during Developer's construction of the Project and continuing in full force and effect for two (2) years after the final completion of construction of the Project, provided Developer has performed all repair obligations pursuant to this Agreement. Any Performance Assurance will be in a form reasonably acceptable to the County. The Performance Assurance is intended to provide the County with assurance that it will be paid by Developer for its obligations under this Agreement,

but shall not in any way limit the amount of Developer's obligations or liability under this Agreement.

Section 7.2 Cash Deposit. If the Performance Assurance is in the form of a cash deposit, it shall be held in an interest-bearing escrow account at a mutually acceptable financial institution, with any interest earned thereon payable to Developer at reasonable times and intervals.

Section 7.3 Draw on Performance Assurance. The County may draw upon the Performance Assurance only if and to the extent that Developer fails or refuses to perform repairs or to pay the cost of performing repairs under Article V of this Agreement. Draw conditions for the Performance Assurance shall include the following: The Highway Superintendent or a member of the County's Board of Commissioners shall certify that all draw conditions, which shall include the following, have been met: (i) that the Highway Superintendent has complied with the requirements of Section 5.3 (ii) that Developer has failed or refused to perform repairs or to pay the cost of performing repairs under Article V of this Agreement, (iii) that the County has performed such work (or had such work performed for it), (iv) that the County has incurred expenses for the performance of such work, and (v) that the County has evidenced to Developer the amount of such expenses. If the County draws upon the Performance Assurance, the Highway Superintendent shall provide a full accounting of the amount of the draw(s) and costs of repair to Developer.

Section 7.4 Amount of Performance Assurance. The Performance Assurance shall be provided in the amount of _____Thousand Dollars ($___,000) for paved roads and _____Thousand Dollars for any gravel roads, *provided,* that at Developer's sole and exclusive election, the amount of the Performance Assurance may be decreased to _____ Thousand Dollars ($__,000) NOTE: ABOVE BLANKS WILL BE POPULATED AT TIME OF EXECUTION; *provided,* that Developer has performed all of its then existing repair obligations hereunder. If, within seven (7) days after its receipt of such notice from Developer, the County sends written notification to Developer that there is then-existing damage to a County road and/or drain that Developer is required by this Agreement to repair, the Performance Assurance may not be decreased until Developer has completed such remaining repair obligations. Upon such a change in the amount of the Performance Assurance, and upon expiration of the requirement for Performance Assurance two (2) years after final completion of construction of the Project (i) any previous Performance Assurance shall be extinguished and of no further effect and (ii) the County shall return to Developer any original instrument evidencing such previous Performance Assurance.

ARTICLE VIII
FINES

Section 8.1 Imposition of Fines. Upon written notice to Developer (given by e-mail directed to the e-mail address provided by Developer for such purpose) of Developer's non-compliance with certain provisions of this Agreement and Developer's failure or refusal to abate, correct, or otherwise remedy such non-compliance, the County may impose a fine upon Developer, as indicated in Sections 8.2 and 8.3 below. Fines are imposed for each day of the same incident of non-compliance after expiration of the applicable notice/cure period.

Section 8.2 Amount of Fines; Notice and Cure. Provisions the non-compliance with which shall subject Developer to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

Section	Amount	Notice/Cure Period
2.1	$500	No cure period. Applies to use of non-Designated Roads.
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 permanent sign is not available through the use of reasonable diligence, temporary signs are permissible effective in avoidance of any fine that might otherwise assessed.
3.5	$1,000	No cure period. Fine applies to any use by Developer of a non-Designated Road, per vehicle (over 10 tons), per trip, per mile or portion thereof.
3.6.b (dust control)	$500	24 hours
Article V	$1,000	Reasonable notice under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in any case, no less than thirty (30) days' notice (with repairs subject to weather conditions).

Section 8.3 Payment of Fines. Developer shall pay all fines to the County within forty-five (45) days of receipt of proper notice of a fine.

ARTICLE IX
COUNTY INSPECTOR

The County may retain an inspector ("**County Inspector**") during construction of the Project. The County Inspector shall inspect Developer's repairs to Affected Drains and 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 Developer and the DeKalb County Surveyor or the DeKalb County Highway Superintendent, as applicable, and act as liaison between Developer and the DeKalb County Surveyor or Highway Superintendent in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Developer of any damage noted by the County Inspector in the performance of the County Inspector's duties. Developer shall reimburse the County for expenses that the County incurs which are related to retention of the County Inspector to perform such duties, up to a maximum overall for such services of TO BE POPULATED AT TIME OF EXECUTION Dollars ($_____).

ARTICLE X

WARRANTY

All materials supplied and workmanship performed by Developer Parties in the performance of Developer'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 two (2) years after the completion of such work. THE WARRANTIES SET FORTH IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY DEVELOPER UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND DEVELOPER DISCLAIMS ANY AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI
INDEMNITY

Developer shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against County, its officers, Board of Commissioners, affiliates, agents, and employees and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures ("**Losses**"), including for personal injury or damage to third persons or property, but only to the extent that such Losses arise directly from or in the course of performance by Developer under or in relation to or connection with this Agreement. Notwithstanding the foregoing, the obligations of Developer under this Section shall be limited to an amount equal to Three Million Dollars ($3,000,000) per occurrence and an amount equal to Five Million Dollars ($5,000,000) in the aggregate over the term of this Agreement.

ARTICLE XII
UNIFIED DEVELOPMENT ORDINANCE; OTHER PERMITS

Section 12.1 Unified Development Ordinance. Developer acknowledges that the Project is subject to the provisions of the DeKalb County Unified Development Ordinance ("**Ordinance**") and Developer will comply with the Ordinance, including procuring a Building Permit from the County prior to commencement of construction of the Project and formulating a decommissioning plan.

Section 12.2 Other Permits. The County hereby permits, authorizes, and consents to the Installation and to Developer's use, maintenance, and upgrading of the Designated Roads, as described in this Agreement and Appendices A through C. Except for the following permits, the County acknowledges and affirms that, as of the date of the Agreement, the County requires no further licenses, permits, or approvals issued or granted by the County for the Installation, or for such use, maintenance, and upgrading, of the Designated Roads, or for the construction, operation, and maintenance of the Project:

a. Building Permit issued pursuant to the Unified Development Ordinance's Commercial Solar Energy Systems Siting Regulations.

b. Any drainage permits issued pursuant to the DeKalb County Drainage Ordinance.

Applications for all County permits not granted by this Agreement shall be subject to the County's customary review and permitting processes, if any, pursuant to statutory and regulatory authority, and in any case, processes applied consistently and in a fashion that treats Developer in a manner similar to other industrial users of County roads under similar circumstances.

Nothing in this Agreement shall be construed to prohibit the County from permitting or granting others the right to use any County right of way or County roads.

Section 12.3 Evidence of Permitting of Oversized and Overweight Loads. Promptly upon the request of Developer, the County shall countersign a letter in the form of Appendix E hereto for use by the Developer Parties as evidence that use of Designated Roads for 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.

ARTICLE XIII
EXCLUSION OF CERTAIN 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, 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 Developer as set forth in Article XI with respect to Losses that arise from personal injury to third persons), 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, war, terrorism, riots, civil strife or other violence; 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; pandemics; improper or unreasonable acts or failures to act of the other party; 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 County or Developer under this Agreement. If either Party experiences, or anticipates that it will experience, an event that, pursuant to this Article XIV, shall 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
MISCELLANEOUS PROVISIONS

Section 15.1 Project Termination. If Developer abandons or terminates construction of the Project, Developer shall provide written notice to the County of such abandonment or termination of construction. In such event, at either Party's request, the Parties shall meet to reach agreement with respect to termination of this Agreement. County may terminate this Agreement any time following Developer's failure to commence construction of the Project within twelve (12) months of the date of this Agreement first above written.

Section 15.2 Reimbursable Expenses. Except as otherwise expressly provided in this Agreement, where Developer is required to reimburse the County for any expense incurred by the County, Developer shall only be required to reimburse such County expenses as are reasonable, direct, reasonably documented, and which the County has incurred.

Section 15.3 Governing Law and Venue. This Agreement has been delivered to the County and is to be performed in DeKalb County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, Developer hereby designate(s) all courts of record sitting in DeKalb County, Indiana with respect to state subject matter jurisdiction and the Northern District of Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. Developer hereby waives any objection which it may have to any such proceeding commenced in a state court located within DeKalb County, Indiana or a federal court located within the Northern District of Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against Developer or its property in the courts of any other jurisdiction.

Section 15.4 Amendments and Integration. This Agreement (including Appendices) 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 and 4.4, this Agreement may be amended only by a written agreement signed by the Parties.

Section 15.5 Assignment.

a. Except as is set forth below, the rights and obligations contained in this Agreement may not be assigned by Developer or any affiliate thereof without the express prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the County's 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 Developer pursuant to this Agreement. Any transfer or assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. So long as an assignee assumes in writing all assigned obligations under this Agreement, Developer may be released from liability for the assigned obligations hereunder.

b. No direct or indirect change of control of the ownership interests of Developer or any of its direct or indirect affiliates, a reorganization of Developer or any of its direct or indirect affiliates, or any other sale or transfer of direct or indirect ownership interests in Developer or any of its direct or indirect affiliates (including any tax equity investment or passive investment) or the foreclosure by any Financing Party (as defined below) on any Collateral Assignment (as defined below) shall constitute an assignment requiring the consent of the County under this Agreement.

c. Notwithstanding the foregoing, with prior written notice to the County but without the need for consent of the County, Developer may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to a (i) public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have demonstrated experience in constructing and operating an energy generation project in the United States and a net worth of a minimum of $25,000,000 as confirmed by audited financial statements as of the most recent fiscal year.

d. Developer may, without the prior approval of the County, by security, charge or otherwise, encumber its interest under this Agreement and any amendments thereto for the purposes of financing the development, construction, operation of or investment in the Project, including entering into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in Developer or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement (each a "**Collateral Assignment**"), provided that Developer shall have provided the County with written notice upon making such Collateral Assignment. Promptly after agreeing upon a Collateral Assignment, Developer shall notify the Governing Bodies in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Developer's interest under this Agreement has been encumbered (each such party, a "**Financing Party**" and together, the "**Financing Parties**"). Such notice shall include the names of the account managers or other representatives of the Financing Parties to whom written and telephonic communications may be addressed. After giving the County such initial notice, Developer shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. If requested by the Financing Parties, the County shall execute and deliver any reasonably requested consents or estoppels related to the Collateral Assignment(s) providing for cure periods and other rights reasonably afforded to the Financing Parties under such consents.

Section 15.6 Notices. All notices, which may be given pursuant to the provisions of this

Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the County, to:
DeKalb County, Indiana
100 S. Main Street
Courthouse
Auburn, IN 46706
Attn: Board of Commissioners

With copies to:
Kruse & Kruse P.C.
143 E. Ninth St.
Auburn, IN 46706
Attn: Andrew Kruse, Esq.
Email: andrewkruse@kruselaw.com

and

Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Attn: Richard Hall, Esq.
Email: Richard.Hall@btlaw.com

If to Developer, to:
Sculpin Solar LLC
c/o EDF Renewable Energy
15445 Innovation Drive
San Diego, CA 92128
Attn: Joshua Pearson, General Counsel
Email: joshua.pearson@edf-re.com

with copy to:
Dentons Bingham Greenebaum LLP
10 West Market Street, Suite 2700
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.
Email: mary.solada@dentons.com

Any party may change its contact or address for receiving notices by giving written notice of such change to the other party. Notice may be sent by a party's counsel.

Section 15.7 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 15.8 Independent Contractor, Relation of the Parties. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Developer 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. As an independent contractor, Developer shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

Section 15.9 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 15.10 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 Appendices referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 15.11 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 15.12 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 15.13 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 Developer to replace major substation components or make repairs to solar facilities beyond ordinary maintenance **("Extraordinary Events"),** and that transportation of substation components or other solar facilities 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. Accordingly, the County and Developer will work in good faith to address the proper course of action pertaining to future Extraordinary Events, including the amount of any performance assurance to be reasonably required by the County based on the possible damage to the Designated Roads caused by such movements.

Section 15.15 Other Agreements. Developer shall materially comply with all terms of and fulfill its obligations under the Decommissioning Agreement and the Economic Development Agreement.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Use, Repair and Improvement of Roads and Repair of Drainage Facilities on the dates set forth below, to be effective as of the date first above written.

SCULPIN SOLAR LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

Dated: _____, 202_

BOARD OF COMMISSIONERS
OF DEKALB COUNTY, INDIANA

ATTEST:

Dated: October 9th, 2023

APPENDIX A

Map of Designated Roads

[TO BE PROVIDED PER SECTION 1.1]

APPENDIX B

Map of the Installation

[TO BE PROVIDED PER ARTICLE II]

APPENDIX C

Map of Driveways and Entrances

[TO BE PROVIDED PER ARTICLE IV]

APPENDIX D

Drainage Location Map

[TO BE PROVIDED PER ARTICLE II]

APPENDIX E

Form of Letter Authorizing Oversize/Overweight Vehicles

[DATE]

DeKalb County Highway Department
Auburn, Indiana 46706

Attn: _____, Highway Superintendent

Re: Blanket Road Permit for Sculpin Solar LLC

_____:

In accordance with Section 12.3 of that certain Agreement for Use, Repair, and Improvement of Roads and Repair of Drainage Facilities dated _____, 202_ (the "**Agreement**"), by and between DeKalb County, Indiana and Sculpin Solar LLC, a Delaware limited liability company ("**Developer**") this letter, when signed by you, will constitute a blanket road permit pursuant to IC § 9-20-6-2 ("**Blanket Road Permit**") for Developer, 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 DeKalb County, Indiana, as designated in the Agreement, in connection with the construction, operation, and maintenance of the Project.

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

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

Phone: [NUMBER]
E-mail: [EMAIL]

Sincerely,
SCULPIN SOLAR LLC

By: _____
Name: _____
Title: _____

APPROVED AND GRANTED BY:

By: _____
Name: _____
Highway Superintendent, DeKalb County, Indiana

APPENDIX F

Payment Schedules

Exhibit D

Form of

GUARANTY

This GUARANTY (the "Guaranty") is made as of _____, 202_ by EDF Renewables, Inc. ("Guarantor"), for the benefit of DeKalb County, Indiana by and through its County Commissioners (the "Beneficiary"). Guarantor and the Beneficiary are sometimes collectively referred to herein as the "Parties."

RECITALS

A. A subsidiary of Guarantor, Sculpin Solar LLC, a Delaware limited liability company (the "Company"), and the Beneficiary are parties to that certain Economic Development Agreement dated _____, 2023 (as amended, modified and supplemented from time to time, the "Agreement").

B. The Beneficiary's willingness to enter into the Agreement was conditioned upon the issuance by Guarantor of this Guaranty.

C. Guarantor is willing to issue this Guaranty on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1. Definitions.

1.1 Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

1.2 As used in this Guaranty, the following terms shall have the following meanings:

"Business Day" means a day of the year on which banks are not required or authorized by law to close in the State of California or Paris, France.

"Guaranteed Obligations" means any and all of the obligations of the Company under the Agreement related to the EDA Payments, subject to the limitations set forth in the Agreement.

1.3 In this Guaranty:

(a) unless otherwise specified, references to Sections and clauses are references to Sections and clauses of this Guaranty; and

(b) except as otherwise specifically provided herein, including without limitation in this Section 1.3(b), references to any document or agreement, including this Guaranty, shall be deemed to include references to such document or agreement as amended, supplemented or replaced and in effect from time to time in accordance with its terms and subject to compliance with the requirements set forth therein;

1.4 The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Guaranty.

SECTION 2. Guaranty. Subject to the provisions hereof, Guarantor hereby unconditionally and irrevocably guarantees, to the Beneficiary, as primary obligor and not as surety, the full and prompt payment when due of the Guaranteed Obligations. To the extent that Company shall fail to pay any Guaranteed Obligations, Guarantor shall promptly pay to Beneficiary the amount due.

SECTION 3. Limitation on Guarantor's Liability. Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement, and in no event shall Guarantor be subject hereunder to any indirect, special, incidental, exemplary or consequential damages, losses, or liability of any kind whatsoever, including loss of utilization or use, loss of opportunity, loss of profits, business interruption or expected income, or any other damages, costs or attorneys' fees. The foregoing limitation shall apply for any and all manners of liability including liabilities based in contract, tort, statutory, regulatory, environmental or any basis in any law or equity. Notwithstanding anything herein to the contrary, the maximum aggregate liability of Guarantor in respect of the Guaranteed Obligations is limited to and shall not exceed One Million Fifty Thousand and No/100 Dollars ($1,050,000.00) (it being understood that any payment by Guarantor or Company of any portion of the Guaranteed Obligations shall limit and reduce Guarantor's maximum aggregate liability hereunder on a dollar-for-dollar basis). Except as specifically provided in this Guaranty, Beneficiary shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Guaranteed Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Company in the Agreement.

SECTION 4. Payment Demand. If Company fails or refuses to pay any Guaranteed Obligations when due and owing, Beneficiary shall notify Company in writing of the manner in which Company has failed to pay and demand that payment be made by Company. If Company's failure or refusal to pay continues for a period of ten (10) Business Days after the date of Beneficiary's notice to Company, and Beneficiary has elected to exercise its rights under this Guaranty, Beneficiary shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Company has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay such Guaranteed Obligations and such payment shall be made to Beneficiary by Guarantor within ten (10) Business Days after receipt of such Payment Demand. A single written Payment Demand shall be effective as to any specific default under the

Agreement that is susceptible of being cured by the payment of money during the continuance of such default and additional written demands concerning such default shall not be required until such default is cured.

SECTION 5. Nature of Guaranty. This Guaranty constitutes a guaranty of payment when due and not of collection, and Guarantor specifically agrees that it shall not be necessary or required that the Beneficiary exercise any right, assert any claim or demand or enforce any remedy whatsoever against Company, either before or as a condition to the obligations of Guarantor hereunder; *provided* that Guarantor shall have the benefit of and the right to assert any defenses against the claims of the Beneficiary which are available to Company, and which would have also been available to Guarantor if Guarantor had been in the same contractual position as Company under the Agreement, other than (i) defenses arising from the insolvency, reorganization or bankruptcy of Company, (ii) defenses expressly waived in this Guaranty, and (iii) defenses previously asserted by Company against such claims to the extent such defenses have been finally resolved in the Beneficiary's favor by a court of last resort or by arbitration conducted pursuant to the Agreement. For the avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Company to the Beneficiary under the terms and conditions of the Agreement.

SECTION 6. Unconditional Obligations. An action may be brought and prosecuted against Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Company, or whether Company is joined in any such action or actions. The liability of Guarantor under this Guaranty shall be continuing, irrevocable, absolute and unconditional irrespective of, and Guarantor hereby irrevocably waives, any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than satisfaction in full of the Guaranteed Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary upon the insolvency, bankruptcy or reorganization of Company or otherwise, all as though such payment had not been made and, in such event, Guarantor will pay to the Beneficiary upon demand an amount equal to any such payment that has been rescinded or returned.

SECTION 7. Waiver. Except as set forth in this Guaranty, Guarantor hereby unconditionally waives (a) presentment, demand of payment, protest for nonpayment or dishonor, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations by the Beneficiary, and (b) any requirement that the Beneficiary enforce or exhaust any right or remedy or take any action against Company.

SECTION 8. Subrogation; Setoffs and Counterclaims. Guarantor will not exercise any rights which it may acquire by way of rights of subrogation under this Guaranty, by any payment made hereunder or otherwise, until the prior payment, in full, of all Guaranteed Obligations (or such lesser amount as is required to be paid by Guarantor hereunder) and other amounts owing by Guarantor hereunder; provided, however, that if (a) Guarantor has made payment to Beneficiary of all or any part of the Guaranteed Obligations, and (b) all Guaranteed Obligations and other amounts owing by Guarantor hereunder have been paid in full, Beneficiary agrees that, at Guarantor's request, Beneficiary will execute and deliver to Guarantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the

transfer by subrogation to Guarantor of an interest in the Guaranteed Obligations resulting from such payment by Guarantor. So long as any Guaranteed Obligations remain outstanding, Guarantor shall refrain from taking any action or commencing any proceeding the Company (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in the respect of payments made under this Guaranty to any Beneficiary. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, set-offs, counterclaims and other defenses to which Company or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Company.

SECTION 9. Representations and Warranties. Guarantor hereby represents and warrants, as follows:

(a) Guarantor is a corporation duly organized and validly existing under the laws of Delaware.

(b) The execution, delivery and performance by Guarantor of this Guaranty are within Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Guarantor's organizational documents, (ii) any contractual restriction binding on or affecting Guarantor or (iii) applicable law.

(c) No authorization or approval by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by Guarantor of this Guaranty.

(d) There is no action, suit or proceeding now pending or, to Guarantor's knowledge, threatened against Guarantor before any court, administrative body or arbitral tribunal that could be reasonably likely to have a material adverse effect on Guarantor's ability to perform its obligations under this Guaranty.

SECTION 10. Governing Law. This Guaranty shall be governed by and interpreted in all respects in accordance with the laws of the State of New York, United States of America, without reference to conflicts of laws (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 11. Dispute Resolution.

(a) Meeting. In the event a dispute, controversy, or claim arises between Guarantor and Beneficiary relating to this Guaranty, the aggrieved party shall promptly provide notice of the dispute to the other party after such dispute arises. A meeting shall be held within fifteen (15) days between the parties, attended by representatives of the parties with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) Consent to Jurisdiction. Each of the Parties hereto hereby agrees that any legal action or proceeding arising out of or relating to this Guaranty, or for recognition or enforcement of any judgment shall be brought in or removed to the federal or state courts located in a state court located within DeKalb County, Indiana or a federal court located

within Allen County, Indiana to the exclusion of any and all other courts, forums or venue. By execution and delivery of this Guaranty, the Parties hereto accept, for themselves and in respect of their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereto hereby irrevocably consents to the service of process out of any of the aforementioned courts in any manner permitted by law. Each Party hereto hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing courts on the basis of forum non-conveniens.

SECTION 12. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER, OR IN RESPECT OF THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE BENEFICIARY OR GUARANTOR.

SECTION 13. Amendments, Etc. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor or the Beneficiary herefrom, shall in any event be effective unless the same shall be in writing and signed by the Beneficiary and Guarantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied or delivered to each of the Parties as follows: if to Guarantor to: EDF Renewables, Inc., 15445 Innovation Drive, San Diego, CA 92128, Attention: Chief Financial Officer, Fax: (858) 521-3333, Telephone: (858) 521-3300, and if to the Beneficiary to: DeKalb County Commissioners, DeKalb County Courthouse, 100 S. Main St., Auburn, Indiana 46706. All such notices and other communications shall be effective (a) if mailed, five (5) Business Days after deposit in the mails, postage prepaid, certified or registered, return receipt requested, (b) if telecopied, when sent and receipt has been confirmed by telephone (c) if delivered by hand or by courier, when signed for by or on behalf of the relevant Party, and (d) if sent by overnight delivery service (e.g., Federal Express, Emery, DHL or AirBorne), on the next Business Day.

SECTION 15. No Waiver Remedies. No failure on the part of the Beneficiary or Guarantor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 16. Severability. In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 17. Counterparts. This Guaranty may be executed in one or more counterparts. Delivery of an executed signature page of this Guaranty by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

SECTION 18. Entire Agreement. This Guaranty and any agreement, document or instrument referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof.

SECTION 19. Continuing Guaranty. Notwithstanding anything to the contrary in the Agreement, this Guaranty is a continuing guaranty and shall remain in full force and effect until the earliest to occur of (a) the remittance of the EDA Payments or satisfaction of the Guaranteed Obligations in full (or in an amount equal to the maximum aggregate liability set forth in Section 1 hereof), (b) the expiration of the Guaranteed Obligations in accordance with the Agreement, or (c) the Company's assignment or transfer of the Agreement to a public utility as permitted under Section 10 of the Agreement.

SECTION 20. Successors and Assigns. This Guaranty shall be binding upon the Parties and their successors and assigns and inure to the benefit of and be enforceable by the Parties and their successors and assigns.

SECTION 21. Assignment. Guarantor may assign this Guaranty, with prior written notice to Beneficiary but without the need for consent of Beneficiary, to any other company or other entity that has comparable experience to Guarantor in guaranteeing similar amounts to the Guaranteed Obligations and a net worth of a minimum of $15,000,000 as confirmed by audited financial statements as of the most recent fiscal year.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor and the Beneficiary have caused this Guaranty to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

EDF RENEWABLES, INC.

By:_____
Name:_____
Title:_____

Accepted and agreed to
as of the date first
above written:

By: W L Hart
Name: William L Hartman
Title: President