ROAD USE AGREEMENT

This Road Use Agreement (the "**Agreement**") is entered into this ___ day of _____, 2019 ("**Effective Date**") between High Bridge Wind, LLC, a Delaware limited liability company, having offices at 717 Texas Avenue, Suite 1000, Houston, Texas 77002 hereinafter "**Company**", and the County of Chenango, a municipal corporation having offices at 5 Court Street, Norwich, New York 13815, hereinafter "**Municipality**". The Company and Municipality are each a "**Party**" and referenced together as the "**Parties**".

RECITALS

WHEREAS, Company has been developing a wind-powered electric generating facility located in the Town of Guilford, in Chenango County, New York (the "**High Bridge Wind Project**"); and

WHEREAS, Company intends to engage in the initial construction of the High Bridge Wind Project (the "**Construction Phase**"), periodic repair and maintenance of the High Bridge Wind Project (each instance referred to herein as a "**Maintenance Period**") and decommissioning activities (the "**Decommissioning Phase**") (collectively, the "**High Bridge Construction Activities**"); and

WHEREAS, in connection with the High Bridge Construction Activities, Company may necessarily need to (i) traverse the Municipality's highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by the Municipality (collectively "**Roads**") with Company operated heavy machinery weighing in excess of 18,001 lbs. (consisting of certain trucks, construction machinery and equipment and other related items operated by the Company during the High Bridge Construction Activities) (collectively referred to herein as "**Company's Heavy Vehicles**"), (ii) transport personnel, parts, equipment, facilities and materials on the Roads, (iii) widen certain Roads, install temporary turning radii, and other temporary construction easement rights-of-way and make certain modifications and improvements (both temporary and permanent) to such Roads (including without limitation to certain culvers, bridges, road shoulders and other related fixtures) to permit equipment and material to pass, (iv) place certain electrical collection and transmission and communication cables, conduit and other wires and cables (collectively, "**Cables**") for the High Bridge Wind Project in close proximity to or under or across certain Roads, (v) place footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers, junction boxes and other machinery and equipment related to the Cables (all of the foregoing, collectively, "**Utility Poles**") in close proximity to certain Roads, and (vi) carry out other related activities (the uses described in clauses (i) through (vi) are the "**Permitted Uses**"); and

WHEREAS, Company acknowledges that the nature of High Bridge Construction Activities may cause damage to said Roads; and

WHEREAS the Municipality seeks guarantees and assurances from Company that Company will pay and/or otherwise indemnify the Municipality for any Damage (as defined herein) to the Roads arising from its activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and the Municipality, each intending to be legally bound, agree as follows:

1. Rights and Responsibilities of the Parties.

a. Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon Roads related to High Bridge Construction Activities are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders that are not granted under this Agreement.

b. Except under emergency circumstances, Company shall use commercially reasonable efforts to not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any more than ten minutes at a time. Company agrees that any proposed temporary Road closings will be properly coordinated in advance with the Municipality. Longer term closures, if required, shall be coordinated with the Municipality in writing at least 48 hours prior to the closing. The Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements for every activity that will impact the flow of traffic.

c. The term "**Company**" shall include its employees, agents, vendors, contractors, subcontractors, and/or haulers. Company shall require that each and every employee, agent, vendor, contractor, subcontractor, and hauler will comply with the terms and conditions of this Agreement, and the Company shall be responsible for any failure of each and every employee, agent, vendor, contractor, subcontractor, and hauler that fails to comply with the terms of this Agreement.

d. The Municipality designates the Director of Highways as the person that shall, unless otherwise limited or conditioned herein, have authority to act on behalf of the Municipality.

e. The Company agrees that it shall undertake the High Bridge Wind Project, High Bridge Construction Activities and each of its Permitted Uses at all times in accordance with applicable state, federal and non-superseded local laws, rules and regulations, including without limitation, Article 10 of the Public Service Law and the terms, conditions, limitations and modifications of any certificate it is awarded pursuant thereto.

f. The term "**Period of Use**" shall mean the Construction Phase, any Maintenance Period or the Decommissioning Phase.

g. For the purposes of clarity, the parties agree that the "**Decommissioning Phase**" shall commence with the beginning of decommissioning activities and end upon the completion of the decommissioning of the High Bridge Wind Project pursuant to the conditions set forth in the Certificate of Environmental Compatibility and Public Need Pursuant issued by the New York State Board on Electric Generation Siting and the Environment for Case Number 18-F-0262 ("Certificate").

2. Company Use.

Provided Company is not in default beyond any applicable cure period but subject to Section 21(b), Municipality hereby grants Company the right to use, improve, upgrade, construct, and repair and encroach into the Roads for the Permitted Uses during any Period of Use. Subject to the requirements of this Agreement, the Municipality hereby specifically grants Company during Periods of Use the right to:

a. Heavy Hauls. Use, traverse, improve, upgrade, construct and repair the Roads listed on Exhibit A-1 and depicted on Exhibit A-2 using Company's Heavy Construction Vehicles and other vehicles to transport personnel, parts, equipment, facilities and materials on, over and across the Roads. The routes depicted on Exhibit A-1 and A-2 will include allowable routes for Company's Heavy Construction Vehicles when returning through the Municipality after heavy components have been delivered.

b. Installation of Underground Cables. Use and encroach into the Roads and public rights-of-way as shown on Exhibit B-1 for the purposes of the installation, ownership and operation of underground Cables under, or in close proximity to the Roads and public rights-of-way, subject to the following:

(1) Except for Cables that cross under the Roads, all Cables shall be placed outside of public rights-of-way and as far from the road surface as possible, except upon prior written approval of the Municipality.

(2) For Cables that cross under the Roads, Company may cut an "open trench" across gravel and unimproved roads, and the trench will be backfilled, compacted and raked to return it to conditions equal or better to those prior to the commencement of work. No such open trench shall be cut in any Road, unless first approved in writing by the Director of Highways.

(3) Company will bore under paved roads, and all boring pits and ditch excavation will be backfilled, compacted and raked to return it to conditions equal or better to those prior to commencement of work. The highest point of any such boring by Company must be at a minimum depth of 48" below the lowest point of the following: (i) Road; or (ii) drainage ditch at the selected crossing location. No such boring shall be drilled under any Road except in the locations set forth in the Exhibits to this Agreement.

(4) Each boring or cut across a Road will be identified by general location, depth and also by centerline coordinate, and upon the completion of construction, Company will provide an as-built location.

c. Installation of Overhead Cables. Use Roads and public rights-of-way for the purposes of the installation, ownership and operation of overhead Cables over, across and in close proximity to certain Roads and public rights-of-way as shown on Exhibit B-2. Overhead Cables

will be designed and constructed in accordance with National Electric Safety Code ("**NESC**") governing the clearance requirements above the roadway. Under no circumstances shall any poles used for the installation of Overhead Cables encroach into Roads or public rights-of-way, unless first approved in writing by the Municipality.

d. Utility Poles. Use Roads and public rights-of-way for the purposes of the installation, ownership and operation of Utility Poles as shown on Exhibits B-1 and B-2, subject to the following:

(1) Overhead utility poles will be situated on the "back side of the side ditch" away from Roads, outside of the public right-of-way and as far from the road surface as possible provided, however, that guy wires may be located in a public right-of-way subject to the prior written approval of the Director of Highways.

e. Temporary Construction Easements and Turning Radii. Use, traverse, improve, upgrade, widen, construct the Roads and rights-of-way shown on Exhibit C for purposes of making certain modifications and improvements (both temporary and permanent) to such Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material associated with the High Bridge Wind Project to pass. All such modifications and improvements must be constructed in accordance with local laws and regulations.

f. Driveways. Use and encroach into Roads and other rights-of-way shown on Exhibit D for purposes of installing driveways or entrances into or from certain Roads subject to the following:

(1) Each driveway entrance from a Road will have a coordinate that will be transmitted in an electronic GIS format (ESRI shape file or equivalent) to the Director of Highways.

(2) Each driveway shall be constructed in accordance with any applicable local laws and regulations governing driveways in existence at the time of construction, and as may be necessary to maintain proper drainage of the Roads, the right-of-way, and other adjoining property located outside the right-of-ways, including the installation of a culvert pipe upon request of the Director of Highways. If required, Company agrees to submit a permit application under any application law and that it shall be responsible to maintain any culverts that are longer than thirty feet (30').

g. Subsequent Relocation of Improvements. If, from time to time, Municipality should determine, in its sole discretion, that it will widen a Road or otherwise modify the public right-of-way in a manner that impacts Company's Permitted Uses hereunder, upon notice from Municipality, Company shall, at Company's sole cost, as soon as reasonably possible, relocate any of the improvements to allow the Municipality's modifications; provided, however that any underground Cables installed in accordance with Section 2(b) shall not be need to be relocated.

3. Approval of Locations of Permitted Uses; Issuance of Permits.

a. Following the Effective Date but prior to the delivery of the Exhibits contemplated in Section 3(c) below or commencement of Company's Permitted Uses during each new Period of Use, Company and Director of Highways shall meet and confer regarding the routes to be used for Company's Heavy Vehicles engaged in the Company's activities, the precautions to be taken to protect health and safety, and the proposed locations of the other improvements contemplated under this Agreement.

b. The Municipality may retain an engineer (the "**Municipal Engineer**") to assist in the Municipality's review of Company's draft Exhibits submitted pursuant to Section 3(c) and Company's other documents, reports and plans submitted hereunder. Pursuant to Section 3(g), Company shall pay for all of Municipality's documented out of pocket costs and expenses reasonably related to the implementation of this Agreement (including the reasonable fees of the Municipality's attorney and Municipal Engineer) (hereinafter referred to as "**Professional Fees**").

c. After meeting with Director of Highways, but no later than sixty (60) days prior to the commencement of Permitted Uses hereunder during each new Period of Use, the Company will provide to the Director of Highways for her review draft Exhibits A-1, A-2, B-1, B-2, C and D showing the proposed use of Roads and the locations of the planned infrastructure within the Roads and other Municipality rights-of-way, as well as any additional information related thereto that is reasonably requested by Municipality. Within thirty (30) days of the Director of Highways' receipt of said draft Exhibits, the Director of Highways shall either (a) approve said draft Exhibits, which approval shall not be unreasonably withheld, conditioned or delayed, or (b) provide Company with reasonable revisions to said draft Exhibits, which revisions shall not be unreasonably withheld, conditioned or delayed. In the event that the Parties are not able to resolve a dispute regarding the Director of Highways' requested revisions to the Exhibits, the Parties agree to promptly meet to resolve any such disputes. Once approved, the Exhibits shall be attached to this Agreement as the final Exhibits and Company shall not deviate from the routes and improvements established thereby unless approved by the Director of Highways as set forth herein. For each Maintenance Period and the Decommissioning Phase, to the extent new Exhibits are needed, each new set of Exhibits approved pursuant to this Section shall wholly replace Exhibits from the prior Period of Use.

d. Following the acceptance of the final Exhibits for any Period of Use, the Parties recognize that variations to the location of the improvements, or that other routes, may become necessary to use due to various reasons.

(1) Should any Roads not listed or shown on Exhibits A-1 and A-2 be expected by Company to be used by Company's Heavy Vehicles, at least thirty (30) days prior to the commencement of such use, the Company shall notify the Director of Highways in writing, conduct the necessary surveys and pre-use inspections under this Agreement and add the Roads to Exhibit A-1 and A-2, subject to the prior written approval of the Municipality, which approval shall not be unreasonably withheld, conditioned or delayed. In

the event Company deviates from the Road route designated in, or added by the Company to, Exhibits A-1 and A-2, in addition to any other remedies available to Municipality herein, the Director of Highways may request and Company shall immediately upon receipt of such request cease and desist such deviation.

(2) In the event that the Company's Heavy Vehicles need to use Roads not listed or shown on Exhibits A-1 and A-2 in an emergency, the Company shall provide telephonic notice to the Director of Highways and may only use said Roads on a temporary basis until such emergency has ended. In the event that Company determines that said Roads will be use on a permanent basis, Company shall comply with the terms of Section (d)(1) above.

(3) If Company needs to materially vary the type, method or locations of any improvements shown on Exhibits B-1, B-2, C or D, Company shall provide a revised Exhibit to the Director of Highways for review and approval, which shall not be unreasonably withheld, conditioned or delayed. Except in the event of an emergency, Director of Highways shall complete the review within thirty (30) days.

e. Upon approval of the Exhibits as described above and submission of the permit application referenced in Section 2(f)(2) above, Director of Highways shall issue, if necessary, any encroachment, crossing, driveway or other similar permits for Company's encroachment into the public right of way. Except for the foregoing, no other permits or approvals, including without limitation for the use of Heavy Vehicles on Roads, will be required from the Municipality for the Permitted Uses hereunder.

f. At all times during the Term of this Agreement, Company shall keep Municipality and Director of Highways apprised of the timing of its Permitted Uses, including, without limitation, notice of its anticipated and actual start and stop dates for Periods of Use for the High Bridge Construction Activities and identification of subcontractors using Heavy Vehicles to be used by Company. Company shall provide such information promptly upon Director of Highways' request. Company agrees to cooperate in good faith with Municipality with respect to such time periods, which cooperation shall include but not be limited to coordinating the timing of Company's use, repair or improvement of the Roads with similar activities of the Municipality and other heavy haulers or developers within the Municipality who are subject to Municipality's road use local laws or road use agreements.

g. The Company agrees to reimburse Municipality for its reasonable Professional Fees. The Municipality may draw upon the Professional Fees Escrow Account described in Section 3(h)(1) to pay such Professional Fees; provided, however, upon Company's request, Municipality shall detail the costs, fees, expenses and any other bills incurred to or by the Municipality for the Professional Fees. If Company reasonably and in good faith disputes a payment made from the Escrow Account, then the Parties shall abide by the procedure set forth herein for dispute resolution in Section 7 below.

h. Establishment of Escrow Accounts. Prior to Company's submittal of the draft Exhibits set forth in Section 3(c), the Company shall:

(1) Deposit the sum of twenty-five thousand dollars ($25,000.00) in an escrow account to be established by the Municipality to secure the payment of Professional Fees ("**Professional Fees Escrow Account**"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipality shall advise Company, and Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of Company's receipt of written request therefor. The balance of the Professional Fees Escrow Account shall be returned to the Company within thirty (30) days of the end of the Term.

(2) Deposit the sum of $25,000.00 in a separate escrow account to be established by the Municipality to secure the payment of costs for emergency repairs of Immediately Dangerous Damage, as set forth in Section 6(b) below ("**Emergency Repairs Escrow Account**"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipality shall advise Company, and Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of Company's receipt of written request therefor. The balance of the Emergency Repairs Escrow Account shall be returned to the Company within thirty (30) days of the end of the Term.

i. Nothing in this Agreement shall be construed as granting permission or rights to Company to infringe, use or encroach upon the land of private landowners. Any right or permission granted to Company by the terms of this Agreement to infringe, use or encroach upon land within the Town of Guilford shall be limited to land owned by Municipality and shall be subject to Company obtaining from private landowners within the Towns all legal and/or equitable permissions and rights necessary to infringe, use or encroach upon privately owned land.

4. Reinforcement Activities.

The Parties acknowledge that certain Roads to be used by Company in connection with the High Bridge Construction Activities may need to be upgraded or otherwise repaired to correct deficiencies or inadequacies. Prior to each Period of Use, if the Company identifies deficiencies or inadequacies in the Roads relative to the High Bridge Construction Activities, Company shall notify the Director of Highways of its planned construction to reinforce and improve the Roads as necessary to correct such deficiencies or inadequacies ("**Reinforcement Activities**"). The Director of Highways approval of the proposed Reinforcement Activities shall not be unreasonably withheld, conditioned or delayed. Director of Highways shall complete its review of the Reinforcement Activities within thirty (30) days of its receipt of the proposed Reinforcement Activities. Upon the Director of Highways' approval of said plans, the Company

shall perform the Reinforcement Activities. Company's performance of the Reinforcement Activities on the Roads shall be conducted so as to minimize the effects on local transportation and shall be coordinated with the Director of Highways with respect to its planned construction (if any) affecting the Roads.

5. Road Surveys and Routes.

a. Prior to the commencement of Road use activities by Company's Heavy Vehicles during any new Period of Use, at Company's cost, Company shall prepare a suitable video survey of the Roads ("**Pre Construction Report**") identified in identified Exhibits A-1 and A-2 to this Agreement and conduct physical testing of such Roads, including but not limited to, core sampling, falling weight deflectometer and other testing methods, to calculate the actual strength and remaining life of the Roads ("**Physical Roadway Testing**") and shall provide a copy of the video and the Physical Roadway Testing results to the Director of Highways at no cost to the Municipality.

b. The Company shall in good faith notify the Director of Highways when a Period of Use has concluded and within sixty (60) days thereafter, the Company shall, at Company's cost, prepare a post-construction video Road survey ("**Post Construction Report**") and post-construction Physical Roadway Testing of the Roads identified Exhibits A-1 and A-2 to this Agreement, as well as a report detailing any Damage arising from the High Bridge Construction Activities or other Permitted Uses of the Company ("**Damage Report**").

c. Immediately following the completion of a Post Construction Report and Damage Report, Company will provide the Director of Highways with the Post Construction Report and Damage Report, including a copy of the video and results of the post-construction Physical Roadway Testing.

d. The parties shall comply with and repeat the procedures and requirements set forth in Sections 3, 4 and 5 for each Period of Use. Notwithstanding the foregoing, after the Construction Phase and when Company is not operating within a Period of Use, in the event the High Bridge Wind Project requires immediate, emergency repair, which repair is unscheduled, and strict compliance with the time frames of Section 3, 4 and 5 is not possible, then Company shall provide written notice thereof to the Director of Highways with as soon as possible, and if prior written notice is not possible given circumstances, then Company need only provide prior telephonic notice to the Director of Highways that it will be utilizing the Roads. Under these circumstance only, Company may commence such use without the necessity of the pre-use reports and testing, but shall provide the Post-Construction Report and Damage Report as required and otherwise comply with the provisions of this Agreement.

6. Road Damage.

a. Notwithstanding anything to the contrary in this Agreement, including the definition of the terms "Damage" or "Damages" as described in this Section 6(a), Company shall be obligated to return the Roads identified in identified Exhibits A-1 and A-2, and any other Roads which were damaged by the High Bridge Construction Activities or other Permitted Uses of Company, to an equal or better condition than prior to commencement of the High Bridge

Construction Activities. The terms "**Damage**" or "**Damages**" as used in this Agreement shall include, but not necessarily be limited to, accelerated deterioration, cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities. The terms "Damage" or "Damages" shall not include injuries to the Roads that (1) were present prior to the Company's use thereof by Company's Heavy Vehicles as evidenced by the results of pre-use inspection(s) and report(s); (2) occurred after repairs to the Road were made, at a time Company's Heavy Vehicles were not in use by the Company on the Road and that were not a result of Company's defective repair work; (3) are the result of ordinary wear and tear. With regards to Damage to Roads used by Company's Heavy Vehicles, notwithstanding anything in this Agreement to the contrary, Company shall only be liable for reasonable costs, fees, expenses and any other reasonable bills incurred to or by the Municipality to repair Damage to Roads, and the Municipality agrees that the remedies related to Damages to Roads and repair thereof set forth herein shall be the sole remedies for such Damages.

b. If any Damage occurs to Roads by the use of Roads by Company's Heavy Vehicles or by Company's other Permitted Uses and such Damage is, in the reasonable opinion of the Municipal Engineer and/or Director of Highways, an immediate danger to the public using said Road (**"Immediately Dangerous Damage"**), the Municipal Engineer and/or Director of Highways shall provide telephonic notice to the Company that there is an Immediately Dangerous Damage to a Road or Roads. In the event that the Company does not immediately undertake the necessary emergency repairs, the Municipality may retain necessary contractors and subcontractors, undertake immediate emergency repairs to said Road and draw upon the Emergency Repairs Escrow Account to cover the costs associated with such emergency repairs. The Municipality shall then provide the Company with documentation detailing the completed repairs and any additional repairs that may be required. Immediately Dangerous Damage includes any condition that in the opinion of the Municipal Engineer (and/or Director of Highways) creates a safety risk if not repaired within the next five (5) days. In the event Company becomes aware of any potential Immediately Dangerous Damage, it shall immediately notify the Director of Highways of the particulars of such Damage, which the Municipality shall thereafter inspect and, if warranted, repair in the manner described above.

c. Notwithstanding the provisions of Section 6(b), within 45 days following the submittal of the Post Construction Report, post-construction Physical Roadway Testing and Damage Report (if any), the Municipality must notify Company in writing if the Municipality believes Damages to the Roads (other than those which are identified in Company's Damage Report) arise from High Bridge Construction Activities or other Permitted Uses of Company.

d. Except in the case of Immediately Dangerous Damage covered by Section 6(b), within fifteen (15) days after a receipt of any written notice of allegation of Damage from the Municipality, Company shall notify the Director of Highways in writing of its agreement or disagreement with the allegations.

e. Concurrent with Company's response in Section 6(d), Company shall also notify Municipality whether it elects to undertake all or some of the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Director of Highways.

f. Except in the case of Immediately Dangerous Damage covered by Section 6(b), with respect to any repairs that are not in dispute and that Company elects not to perform hereunder, Company shall reimburse Municipality for the undisputed repair costs incurred by the Municipality within thirty (30) days after receipt of the invoice. The Municipality's charges shall be based on Municipality maintained time and material cost records, which shall be made available to Company for review upon request. Municipality billing rates shall be those established by the Municipality and shall be uniformly applied to all customers.

g. If Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair, Company shall pay any and all amounts not in dispute and Company shall provide a written statement as to its basis for contesting the disputed amount(s) within the same 15-day period. In the event of a dispute, then both Parties shall abide by the dispute resolution procedures set forth in Section 7 below.

h. The manner of repair of any Road Damage described in this Agreement shall be at the reasonable discretion of the Director of Highways consistent with the Road or bridge standards that are otherwise applicable throughout the Municipality for the type of road or bridge involved being a guide. The Company shall be required to pay for and install road base materials or surfaces to a condition equal to or better than existed prior to the alleged Damage caused by the Company. By way of example, should Damage occur to an unpaved Road, the Company will not be required to pave such Road. The Parties agree that the roadway repairs will consist of those repair techniques identified in Exhibit E, provided however, the Parties agree that the repair techniques may change in the future and further agree to cooperate in good faith to amend Exhibit E to take into account reasonable advances in repair techniques in consultation with the Municipal Engineer and/or Director of Highways.

i. Company warrants that all repairs to Damage that it completes under this Agreement (but not those repairs completed solely by Municipality) shall withstand and sustain normal wear and tear for a period of 1 year from the issuance of a Completion Letter. This one year warranty period shall not be deemed to be renewed, or deemed to recommence, upon the second repair of a particular Damage previously repaired by the Company.

j. Promptly, upon completion of any repairs required in this Section, the Director of Highways will issue a letter in the form of Exhibit F (the "**Completion Letter**") accepting the repairs and, subject to the Company's warranty in Section 6(i), release the Company from Damages that may occur from normal wear and tear until the next time period of use by Company's Heavy Vehicles for each Road. To the extent Damage is not identified, subject to the Company's warranty in Section 6(i), such letter from the Director of Highways will release the Company from the responsibility of repairing Damages of each of the Roads identified in Exhibit A-1 and A-2 during each applicable time period of non-use by Company's Heavy Vehicles. Notwithstanding anything to the contrary herein or in any Completion Letter, no release from liability shall apply the extent of Roads used by Company's Heavy Vehicles during time periods which have not been agreed to under this Agreement.

7. Dispute Resolution

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting. Any litigation related to this Agreement shall be initiated before a court of competent jurisdiction located in the State of New York. For the purposes of clarity, in the event a cure period applies pursuant to Section 19, no dispute resolution obligation shall apply until after the expiration, or alleged expiration, of such cure period.

8. Bonding

a. For every Period of Use and for one (1) year following the day that the Director of Highways issues the last Completion Letter for such Period of Use (or if no such letter is issued because no Damage was identified or repaired, then the last day of the Period of Use), and also during (and for one (1) year thereafter) any other time period for which Company has been authorized pursuant to this Agreement to use, repair, reinforce or excavate the Roads, Company shall obtain and deliver to the Municipality a bond in the amount of One Million Dollars ($1,000,000.00) during the Construction Phase. The Bond amount for any other Period of Use, including the Decommissioning Phase, shall be established by the Parties prior to the commencement of the Company using the Roads for that Period of Use and the amount shall be commiserate with bond amounts for similar projects in the State of New York occurring at that particular time. In the event that the Parties cannot agree on an amount prior to the time the Company needs to use the Roads for a Period of Use, the following shall apply:

(i) Company will provide a bond in the amount of One Million Dollars ($1,000,000.00) during a Maintenance Period and, thereafter, will pay for an independent engineer selected by the Municipality and licensed in the State of New York to determine the amount of the Bond for that specific Maintenance Period. If the independent engineer determines that the amount of the Bond should be greater than One Million Dollars ($1,000,000.00), then the Company shall obtain an additional Bond (or increase the original Bond) to the new amount and if the independent engineer determines that the amount of the Bond should be less than One Million Dollars ($1,000,000.00), then Bond amount shall be reduced to the new amount.

(ii) Company will provide a bond in the amount of One Million Dollars ($1,000,000.00) during the Decommissioning Period and, thereafter, will pay for an independent engineer selected by the Municipality and licensed in the State of New York to determine the amount of the Bond for the Decommissioning Period. If the independent engineer determines that the amount of the Bond should be greater than One Million Dollars ($1,000,000.00), then the Company shall obtain an additional Bond (or increase the original Bond) to the new amount and if the independent engineer determines that the amount of the Bond should be less than One Million Dollars ($1,000,000.00), then Bond amount shall be reduced to the new amount.

b. Each Bond shall be executed by an insurance company with an AM Best Rating of A-/9 or better and authorized to do business in the State of New York.

c. Each Bond shall be released by the Municipality at the expiration of the applicable warranty period as set forth in Section 6(i).

d. Company shall be listed as principal with the instrument benefiting the Municipality, as obligee and shall be conditioned that the Company will comply with the terms and conditions of this Agreement. The original bond shall be delivered to the appropriate Municipal employee or supervisor.

e. In the event that the Company does not undertake repairs, fails to properly complete repairs or reimburse the Municipality in the time allotted under Section 6 above and the Emergency Repairs Escrow Account has been depleted, the Municipality shall be authorized to demand payment from and against any bond to recover any amounts due from the Company for repairs to the Roads and/or bridges. Upon receipt of the monies, the Municipality will proceed with completing the required repairs. Nothing in this subsection will prevent the Municipality from proceeding by way of a civil action to obtain compliance and abate the default.

f. In the event the Bond contains a stated termination date, then Company shall renew or obtain a new Bond in the agreed upon amount no later than 30 days prior to the stated termination date. Should Company convey any or all of its interest in this Agreement, then the new owner will obtain a Bond to comply with this Agreement.

g. The Bond is to guarantee reimbursement to the Municipality for all reasonable costs of labor, material and equipment expenses the Municipality may incur in repairing any Road consistent with the provisions of this Agreement.

h. The cancellation of any Bond will not release the Company from its obligation to meet all of the requirements of this Agreement.

i. Nothing in this Section 8 shall be construed to result in a waiver of any rights of the Company, bonding company or insurance institution issuing a bond to dispute or challenge any claims for payment by the Municipality for alleged Damage to its Roads.

j. The Municipality shall take all action and execute such documents as are reasonably requested by Company to evidence the release of the Bonds as contemplated in this Section 8.

9. Indemnification and Insurance.

Upon the Effective Date, Company shall purchase and maintain insurance of the following types and form during the Term, and the Company shall ensure that its vendors, contractors, subcontractors, and/or haulers obtain and maintain the types and forms of insurance during the Term that are reasonable. Company shall furnish Municipality with certificates of insurance and endorsements of all required insurance, as may be reasonably requested.

a. Company shall maintain, at its own cost and expense, a minimum level of

commercial general liability insurance of two million dollars ($2,000,000) for each occurrence, and five million dollars ($5,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form or claims made form. Company agrees that it will include the Municipality as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing before any other insurance, including any deductible, maintained by, or provided to, the additional insured. All insurers shall have at least an A - (VII) or better rating by A.M Best and be qualified to do business in the jurisdiction where the Project is located. Company shall maintain CGL coverage for itself and all additional insured throughout the Term of this Agreement, and for at least two (2) years after the termination of this Agreement.

b. Company shall have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the premises where the work is performed. Employers' Liability insurance shall not be less than five hundred thousand dollars ($500,000) for injury or death each accident

c. Company shall provide 30 days' notice to the Municipality prior to cancellation of any coverage.

d. Indemnification by the Municipality. The Municipality hereby releases and agrees to indemnify and hold harmless Company, its members and Affiliates and its and their officers, directors, contractors, subcontractors, employees, successors and assigns (hereinafter collectively "**Company Wind Releasees**") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Company Wind Releasees arising out of or resulting from the Municipality's negligent or willful misconduct in the course of Municipality's completion of any Road repairs under this Agreement. More particularly, but without in any way limiting the foregoing, the Municipality hereby releases the Company Wind Releasees and agree to indemnify and hold harmless the Company Wind Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Road by the Municipality, its respective employees, agents, representatives or contractors or its respective employees, agents or representatives.

e. Indemnification, Waiver and Forbearance. To the fullest extent permitted by law, Company shall defend, indemnify and hold harmless the Municipality, its agents, officers, board members and employees from and against all claims, damages, losses and expenses (including reasonable attorneys' fees), arising out of or resulting from Company's breach of this Agreement, Damage to the Roads, or Company's negligent or willful misconduct in the course of Company's completion of Road repairs under this Agreement. With respect to injuries to persons for whom Company has secured the payment of compensation as provided under the New York Workers' Compensation Law and which Company has agreed in this section to provide indemnification to the Municipality, this provision shall be construed as one by which the Company has expressly agreed to contribution or indemnification of the Municipality within the meaning of New York Workers' Compensation Law § 11. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise

exist as to any party or person described in this section. In any and all claims against Municipality or any of its agents or employees by any employee of Company, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Company under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. So long as the Company materially complies with the terms and provisions of this Agreement, the Municipality further agrees that it shall not seek, obtain or enforce punitive damages, including, but not limited to treble damages set forth in New York Highway Law Section 320 for Damages to the Roads, and that Damages successfully remediated pursuant to this Agreement shall not be considered damages subject to the provisions of New York Highway Law Section 320. Notwithstanding anything to the contrary herein, but subject to the waiver of rights under Highway Law § 320, the Municipality has not waived any and all other rights and remedies that may be available and applicable under the New York State, local and federal law, including but not limited to, the New York Highway Law, County Law and General Municipal Law.

f. **No Consequential Damages**. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT IT IS THE INTENT THAT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ITS RELATED PERSONS, FOR CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED UPON NEGLIGENCE, STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.**

10. Captions and Headings.

Captions and headings throughout this agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this agreement nor in any way affect this Agreement.

11. Modifications.

This Agreement cannot be changed orally, but only by agreement in writing signed by the Parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

12. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any Party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

13. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

14. Binding Effect/Assignment.

a. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

b. Company may, without the consent of the Municipality, assign this Agreement or any or *all* of its rights, interests or obligations under this Agreement to (i) an affiliate of Company, (ii) an entity to which Company has conveyed or leased the High Bridge Wind Project, or (iii) any corporation, partnership, limited liability company or other business entity that acquires all or substantially all of the assets used in connection with the High Bridge Wind Project; provided further that, assignee agrees in writing to be bound by the terms of this Agreement. Company or the assignee shall provide notice of the assignment of this Agreement prior to assignee using the Roads pursuant to the terms of this Agreement.

c. Company may, without the consent of the Municipality, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to any lender or equity provider providing financing for the High Bridge Wind Project as security for Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) (a "**Permitted Collateral Assignee**"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the Municipality shall, upon the request of Company, deliver to Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Company and the Permitted Collateral Assignee and which shall contain customary provisions.

15. Entire Agreement.

The entire agreement of the Parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

16. Counterparts.

This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

17. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

18. Notice.

a. Except where telephonic notice is required in Section 3(d)(2) and Section 6(b) and when providing telephonic notice to the other Party in the event of an emergency, any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, or (2) on the first day following delivery via a nationally registered United States overnight courier service. Prior to the commencement of Road use activities by Company's Heavy Vehicles, Company shall provide a telephone number in writing to the Municipality and Director of Highways where a Company representative will be available 24 hours a day and, thereafter, Director of Highways shall provide a telephone number to the Company. The Parties agree that whenever there is an emergency situation, the Party shall provide telephonic notice to the other Party in a reasonable amount of time following the emergency.

b. For purposes of this Agreement only, any notices to the Parties, other than telephonic notices, shall be directed to the Parties as set forth below:

For Company:	High Bridge Wind, LLC 717 Texas Avenue, Suite 1000 Houston, TX 77002 Attention: Land Department
With a copy to:	High Bridge Wind, LLC 717 Texas Avenue, Suite 1000 Houston, TX 77002 Attn: Chief Legal Officer
For Municipality:	County of Chenango 5 Court Street Norwich, New York 13815 Attn: County Attorney County of Chenango 79 Rexford Street Norwich, New York 13815 Attn: Director of Public Works

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 18.

19. Cure.

a. In the event the Municipality believes a default in the obligations of the Company under this Agreement has occurred, Municipality shall give Company written notice of such alleged default and the Company shall have thirty (30) days (or ten (10) days for alleged defaults which are already subject to an express time period, such as, for example, Company's obligation to replenish escrow funds in Section 3(h)), or longer if the Agreement expressly allows for a longer cure period, from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, Company shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) (or ten (10) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days. No cure period shall apply to a default that requires immediate attention pursuant to Section 6 of this Agreement. Notwithstanding anything in this Section 19 to the contrary, the Company shall have a reasonable amount of time to cure an alleged default with regard to its obligations regarding disposal of debris and the blockage of traffic.

b. In the event the Company believes a default in the obligations of the Municipality under this Agreement has occurred, Company shall give Municipality written notice of such alleged default and Municipality shall have thirty (30) days (or ten (10) days for alleged defaults which are already subject to an express time period, such as, for example, Municipality's obligation to return the balance of escrow funds in Section 3(h)) or longer if the Agreement expressly allows for a longer cure period from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, Municipality shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days.

20. Further Assurances

Each Party agrees to reasonably cooperate with the other Party's reasonable use of Roads.

21. Term.

a. The term of this Agreement shall become effective as of the date first written above and shall remain in effect, unless terminated earlier in accordance with this Agreement, until the date that is thirty (30) days after the date on which the High Bridge Wind Project facilities are decommissioned in accordance with this Agreement ("**Term**").

b. Municipality agrees that the Company's right to place Cables and Utility Poles and other infrastructure as permitted herein in the Roads and in the Municipality's right of way shall be irrevocable during the Term.

22. Restoration and Decommissioning

Unless otherwise agreed by Municipality, Company shall restore to the original condition all temporary construction easements and turning radii within 180 days after Company's delivery of the Post Construction Report during the Decommissioning Phase. Prior to the end of the Term of this Agreement, Company shall remove the above-ground Cables and Utility Poles. Company shall be permitted to leave in place all underground Cables and other infrastructure buried to depth of 48 inches or greater, otherwise Company shall remove such facilities prior to the end of the Term of this Agreement. With respect to underground Cables and other underground infrastructure left in place after the Term such infrastructure may be removed by the Municipality at its sole discretion. Company shall be permitted to leave in place all Road improvements, driveways and curb cuts.

23. Intentionally Omitted

24. Force Majeure

a. Force Majeure Event Defined. As used in this Agreement, "**Force Majeure Event**" means causes or events that are beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, natural disasters; fire; lightning strikes; earthquake; acts of God; unusually or unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this Section 24; sabotage; terrorism; war; riots or publics disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money).

b. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

(1) the non-performing Party will give the other Parties written notice within forty eight (48) hours of the commencement of the Force Majeure Event, with details to be supplied within fourteen (14) calendar days after the commencement of the Force Majeure Event further describing the particulars of the occurrence of the Force Majeure Event;

(2) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;

(3) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance and will provide a written report to the other Parties during the period that performance is delayed or prevented describing actions taken and to be taken to remedy the consequences of the Force Majeure Event, the schedule for such

actions and the expected date by which performance will no longer be affected by the Force Majeure Event; and

(4) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Parties written notice to that effect.

[signature page to follow]

IN WITNESS WHEREOF, Company and the Municipality have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

High Bridge Wind, LLC	**County of Chenango**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

List of Exhibits – To be provided by Company at a later date as set forth in the Agreement

Exhibit A-1: List of Roads
Exhibit A-2: Map of Roads
Exhibit B-1: Locations of Underground Cables
Exhibit B-2: Locations of Overhead Cables and Utility Poles
Exhibit C: Locations of Temporary Construction Easements and Turing Radii
Exhibit D: Location of Driveways and Curb Cuts
Exhibit E: Repair Techniques
Exhibit F: Road Inspection and Release Completion Letter

Exhibit A-1

List of Roads

[To be Provided Prior to Construction]

Exhibit A-2

Map

[To be Provided Prior to Construction]

Exhibit B-1

Locations of Underground Cables

[To be Provided Prior to Construction]

Exhibit B -2

Locations of Overhead Cables and Utility Poles

[To be Provided Prior to Construction]

Exhibit C

Locations of Temporary Construction Easements and Turing Radii

[To be Provided Prior to Construction]

Exhibit D

Location of Driveways and Curb Cuts

[To be Provided Prior to Construction]

Exhibit E

Repair Techniques

Paved Surface:

Base Repair (hot mix areas)	Surface Repair (Gouges, track marks)
Mill four inches in depth to the limits of the repair as field located	Shim and then Chip Seal per NYSDOT Specification 410 – Full Lane width in the area of the surface repair.
Install 2.5 inches of NYDOT Section 402 19 mm HMA*	NYDOT hot mix (shim) may be applied in areas of minor depressions at the County's direction
Install 1.5 inches of NYDOT HMA* 9.5 mm hot mix	Sand Seal Per NYSDOT Specification 410
Seal edges with NYDOT joint sealant	

*HMA to Meet ESAL Mix Design Level of 50 Gyrations

Chip Seal Surface:

Loss of surface material:	Base Repair:(excess rutting or base failure)
Install NYDOT Section 410 Bituminous Surface Treatment in areas where existing surface material loss occurs.	Profile the roadway by a full depth reclamation in four to eight inch lifts using a calcium chloride binder
Spot chip seal repairs will be applied on an as needed basis per Section 410 (not limestone)	Install a NYDOT double chip seal over the reprofiled area per Section 410 (not limestone)

Aggregate and Dirt Surfaces:

Regrade and reshape rutted aggregate and dirt surfaces	Apply dust control as determined to be necessary. Water or commercial dust control
Repair ditch lines as necessary	Furnish and install 4 inches of crusher run aggregate in the areas of repair.

Scope of repairs will be field inspected and compared to the existing conditions as recorded by Road video collected prior to the start of the use of each Road by Company's Heavy Vehicles. A copy will be provided to the Municipality for use of comparison to the Municipality video should the Municipality choose to prepare its own video record.

Should temperatures or seasonal restrictions apply, the Municipality may elect to waive temperature and seasonal restrictions or delay the repairs until Section 402 and 410 specifications can be met.

Notifications:

1. Company will notify and provide updates to the Municipality of the project schedule and the approximate time periods Company's Heavy Vehicles will be using the Municipality's Roads
2. Company will request a pre-use inspection of the Roads listed in the Road Use Agreement by the Municipality Representatives and Company representatives for identification of any existing Road damage prior to the time period of use by Company's Heavy Vehicles.
3. Company will request a post-use inspection of the roads listed in the Road Use Agreement by the Municipal Representatives and Company representatives for identification of any new Road damage associated with the time period of use by Company's Heavy Vehicles.

Completion:

Upon completion of the construction of the High Bridge Wind Project, Company will contact the Director of Highways to schedule the final inspection of the Roads listed in the Road Use Agreement for release of the Roads from the Road Use Agreement and/or identification of repairs.

Exhibit F

Road Inspection and Release

Whereas the County of Chenango has inspected and approved the necessary repairs on _____ Road (the "**Road**") on_____20_____.

The County of Chenango hereby releases Company, according to the terms of the Road Use Agreement dated_____20_____, from any future repairs on the Road from the following date:_____20_____.

County of Chenango

_____