

ROAD MAINTENANCE AGREEMENT
(Tioga Township)

THIS ROAD MAINTENANCE AGREEMENT (this "**Agreement**") is made effective as of the 5 day of March, 2016, by and between Lindahl Wind Project, LLC, a Delaware limited liability company, and registered as a foreign limited liability company in the State of North Dakota ("**Lindahl**"), and The Board of Township Supervisors of Tioga Township, Williams County, North Dakota (the "**Township**"). Lindahl and the Township are each sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Lindahl intends to develop and construct a wind-powered electrical generating facility together with all necessary and ancillary improvements thereto, including access improvements, located in Williams County, North Dakota (the "**County**") and depicted on Exhibit "A" attached hereto (the "**Project**").

B. County granted Lindahl a conditional use permit ("**CUP**") for construction of the Project on July 7, 2015. In accordance with the special conditions and restrictions set forth in the CUP, Lindahl must coordinate with the Township for a preconstruction haul road inspection and, at a minimum, must repair and restore haul roads and bridges to the extent damaged by Lindahl, its employees, agents, representatives, contractors, subcontractors, or suppliers (collectively "**Lindahl**") during the construction of the Project to, at a minimum, the respective pre-construction condition of any such roads or bridges so damaged.

C. The Parties agree that it is in the best interest of each to memorialize the rights, obligations and responsibilities of the Parties with respect to Lindahl's use of Township roads during the construction and operation of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby stipulate and agree as follows:

1. **Roads; Construction, Improvements and Repairs.**
 - a. Roads; Upgrades; Maintenance and Repairs:
 - (i) Pre-construction consultation and documentation: Prior to the commencement of any construction work on the Project, Lindahl, at its sole cost and expense: (A) has consulted with the representative of the Township designated by the Township as the Township's primary point of contact regarding this Agreement (the "**Township Representative**"), and the Township Representative has or will provide, any available information on load pass and restrictions, road

and bridge structural information, and bridge inspections on the respective roads or bridges; (B) has prepared and provided to the Township Representative a map indicating the proposed routes to be used by Lindahl during construction of the Project over Township roads, which proposed route is depicted on Exhibit "B" attached hereto and is hereby approved by the Township; provided, however, any material deviation in the proposed route that results in the use of roads not identified in Exhibit "B" shall be subject to review and approval of the Township Representative, which approval shall not be unreasonably withheld, conditioned or delayed; and (C) shall provide the Township Representative with a videotape, digital imaging, or other similar media, prepared by Lindahl, or its third-party contractor that documents the pre-construction condition of all Township roads and bridges to be used by Lindahl during the construction of the Project.

(ii) Construction of New, Improved, or Temporary Access Driveways, Rights-of-Way and/or Existing Roads:

- (1) The Township hereby approves the plans for work within the Township right-of-way that is depicted on Exhibit "B" attached hereto ("**Approved Plans**"), which include, without limitation, constructing new driveways providing permanent or temporary access to the Township right-of-way, repairing and replacing existing culverts, installing new culverts, temporarily modifying intersections for construction traffic related to the Project and performing temporary grading work to facilitate construction vehicles and crane work. The Township has or promptly will issue any associated permits related to such improvements, including without limitation, any approach permits, upon submission of the customary applications and fees by Lindahl.
- (2) Any new culverts installed by Lindahl shall be at least twenty four (24) inches in diameter unless otherwise approved by the Township Representative. Only corrugated metal pipe or reinforced concrete pipe shall be used in constructing and installing culverts. No plastic shall be allowed or used for culverts.
- (3) The Parties shall interpret Exhibit "B" with reasonable flexibility; provided however, if Lindahl needs to relocate a driveway or other improvement, the relocated driveway or other improvement will continue to abide by the rule that five hundred (500) feet of road surface is visible in each direction and, provided further, that in the event there is a move of more than two hundred (200) feet from the location shown on "Exhibit B," Lindahl shall consult with the Township Representative and obtain the Township

Representative's approval prior to installing such relocated driveway or other improvement, which approval shall not be unreasonably withheld, conditioned, or delayed.

- (4) The performance of any work under this Agreement shall be completed in accordance with the Approved Plans, and is subject to inspection and approval by the Township Representative for conformance to such Approved Plans, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to Lindahl's obligation to repair damages pursuant to Section 1(a)(iii) of this Agreement, after completion of construction of any improvements in accordance with Approved Plans, all such improvements that are identified in the Approved Plans as not temporary, shall remain in place, and the Township shall be solely responsible for ongoing repairs and maintenance of such improvements.
- (5) Construction traffic control during the Project shall be in conformance with the Uniform Manual of Traffic Control Devices.

(iii) Repair to roads:

- (1) After completion of the construction of the Project, Lindahl shall, at its sole cost and expense, restore and repair any damage to Township roads and bridges arising out of Lindahl's use of such roads and bridges during the construction of the Project.
- (2) In restoring or making such repairs, Lindahl shall contract with qualified contractors licensed to conduct business in the State of North Dakota.
- (3) Any such restoration or repair shall be done to bring the roads and bridges to, at a minimum, preconstruction condition. Upon completion of such restoration or repair by Lindahl to such preconstruction conditions or better, any further ongoing repair or maintenance to Township roads, bridges, culverts, or any other road improvements contemplated hereunder shall be the sole responsibility of the Township.
- (4) Lindahl shall commence the restoration or repair within thirty (30) days after the date that Lindahl notifies the Township in writing that it has completed construction of the Project. Lindahl shall diligently proceed to complete such restoration or repair, subject to force majeure events, and taking into consideration a reasonable schedule for project construction to permit portions of such road restoration or repair to be completed as may be consistent with the

applicable phase of construction, as determined in Lindahl's reasonable discretion, to provide for an orderly and efficient road restoration undertaking.

- (5) Lindahl shall restore and reseed all areas that it disturbs within the Township right-of-way that are not intended to be permanent facilities.
- (6) Construction during activities related to repair or restoration of Township roads shall be in conformance with the Uniform Manual of Traffic Control Devices.
- (iv) Hazardous conditions and repairs: Lindahl shall within 48 hours after discovery notify the Township of any road or bridge hazardous conditions discovered by Lindahl or its employees, contractors, subcontractors, or suppliers. In the event such hazardous road or bridge condition directly arises out of Lindahl's use thereof and is not corrected by Lindahl within a reasonable time, after the discovery of such hazardous road or bridge condition, the Township may perform such hazardous road or bridge repair itself, or through a third-party contractor ("**Emergency Repair**"), and Lindahl shall within 30 days after receipt of a written invoice reimburse the Township for the actual and reasonable repair costs incurred by the Township for such Emergency Repairs.
- (v) Routine Maintenance; Snow Removal. The Township shall continue to be responsible for routine maintenance and repair of Township roads, bridges, and other existing road improvements not arising out of Lindahl's use of such roads and bridges during construction of the Project, including, without limitation, snow and ice removal; provided, however, Lindahl shall have the right, but not the obligation to perform snow and ice removal activities, in Lindahl's sole and absolute discretion and at Lindahl's sole cost and expense, as and to the extent Lindahl determines such snow and ice removal is necessary to access the Project in connection with the ongoing construction, operation and maintenance of the Project.

b. Transportation Route Consultation; Approval: Prior to commencing construction activities for the Project, Lindahl has consulted with and received input from the Township Representative regarding the transportation route(s) to be used by Lindahl and any traffic safety control measures to be implemented. The Township hereby approves Lindahl's use of and improvements to the Township's roads pursuant to the route depicted on the map attached hereto as Exhibit "B". In the event that Lindahl needs to change the route to be used, Lindahl shall notify the Township Representative of the need for a change and the reasons therefor and then prepare a map indicating the new proposed routes to be used in the construction of the Project based on its consultations with the Township Representative and shall provide a copy of such map to the Township Representative. The new proposed routes shall be subject to the Township Representative's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to any such review and approval

by the Township Representative, Lindahl shall coordinate with the Township Representative to conduct an updated preconstruction haul road inspection for the new proposed routes, which shall be documented by Lindahl or a third-party contractor by video, digital, or other similar means, and provided to the Township Representative.

c. Cooperation: Lindahl and Township agree to communicate and cooperate in good faith regarding their respective obligations under this Agreement

d. Letter of Credit:

(i) On or before the commencement of any work on or construction of the Project, Lindahl shall deliver to the Township a letter of credit substantially similar to the form attached hereto as Exhibit "C" (the "**Letter of Credit**") in the amount of \$15,000.00 and including such reasonable and customary provisions as are typical in letters of credit issued by financial institutions, allowing draws to be made thereon upon the Township's written notice to the letter of credit issuer and Lindahl that the Township has conducted an Emergency Repair in accordance with subsection 1(a)(iv) of this Agreement, together with an invoice for the cost of such Emergency Repairs evidencing the amounts so requested by the Township. The Letter of Credit shall be issued by a FDIC insured institution authorized to do business in the State of North Dakota, and shall include a provision for automatic annual renewal until completion of construction of the Project

(ii) The amount of the Letter of Credit or the actual draws thereon in no way limits the liability of Lindahl to reimburse the Township for expenses and costs associated with this Agreement. Any further payment above and beyond the Letter of Credit amount shall be by mutual agreement between the Parties. Pursuant to the terms of this Agreement, the requirement to maintain the Letter of Credit will be removed upon completion of construction of the Project.

2. Indemnification. Lindahl agrees to defend, indemnify and hold harmless the Township and its board members, the Township Representative and other representatives, administrators, and employees (collectively the "**Indemnified Party**") against any and all losses, damages and claims, expenses and liabilities for physical damage to the property of Township and for physical injury to any person, including, without limitation reasonable attorney fees, to the extent directly resulting from or arising out of (i) any operations or activities of Lindahl on the property of the Township; (ii) any negligent or intentional act or omission on the part of Lindahl; or (iii) any breach of this Agreement by Lindahl. Furthermore, Lindahl agrees to defend, indemnify and hold harmless the Indemnified Party from any third party claims arising out of the terms and conditions of this Agreement. Notwithstanding the foregoing, Lindahl's obligations under this Section 2 shall not apply to the extent any such losses, damages, claims or injuries arise out of the negligence or willful misconduct of the Township or any Indemnified Party. This indemnification obligation shall survive the termination of this Agreement.

3. **Insurance.** Lindahl shall at all times during construction and operation of the Project carry: (i) worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of North Dakota; (ii) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; and (iii) automobile liability insurance with minimum limits of \$1,000,000.00. Lindahl shall provide proof of such insurance to the Township prior to commencing any work on or construction of the Project.

4. **Compliance with Law.** Lindahl shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations, judgments and other valid orders of any governmental authority with respect to Lindahl's activities associated with the Project, including the use of any roads or bridges under this Agreement, and shall obtain all permits, licenses and orders required to conduct any and all such activities at its sole cost and expense.

5. **Separate Right Of Way Permit.** The Township represents that it has the authority to grant Lindahl the right to cross public rights-of-way with electrical and communication facilities serving and benefitting the Project. If it becomes necessary for Lindahl to construct any facilities, including, without limitation, overhead or underground transmission wires and appurtenances, across the right of way of the Township roads or bridges, Lindahl shall consult with and obtain prior written permission of the Township Representative for the location and placement of such facilities, which permission shall not be unreasonably withheld, conditioned, or delayed. The Township agrees to cooperate in good faith and agree to execute and deliver a separate right-of-way permit authorizing the placement of such facilities across the affected Township right-of-way.

6. **Entire Agreement; Severability.** It is mutually understood and agreed that this Agreement, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal and written, have been made that modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in writing executed by the Parties. In case any one or more of the provisions contained in this Agreement be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and, such provision or portion thereof will be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable law.

7. **Assignment.** Lindahl may wholly or partially assign its rights and obligations under this Agreement, including, without limitation, an assignment to a lender or tax credit investor, without the consent of the Township, in which event Lindahl shall deliver written notice of such assignment to the Township. Lindahl shall not assign this Agreement to an entity for any purpose other than the financing, ownership, development, construction, maintenance, or operation of a wind-powered electrical generating facility.

8. **Default.** Any failure by a party to this Agreement to perform a material obligation hereunder which is not remedied within thirty (30) days after receipt by the defaulting party of written notice of such failure shall be deemed a default under this

Agreement and allow the non-defaulting party to exercise remedies available at law or equity. Notwithstanding the foregoing, in the event any default is not reasonably capable of being cured within such thirty (30) day period, so long as the defaulting party has initiated and is diligently attempting to affect a cure, the defaulting party's cure period shall extend for a time period reasonably sufficient for the default to be remedied.

9. **Approval.** The Township approves Lindahl's use of Township roads and bridges in accordance with this Agreement.

10. **Relationship of the Parties.** The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Neither party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

11. **Termination.** The Parties hereby agree this Agreement shall terminate immediately following the completion of the removal of wind turbines and other items ancillary to the Project by Lindahl ("**Decommission**"). To effect this, Lindahl hereby agrees to provide written notice to the Township of such Decommission and the Parties agree to mutually execute a written termination agreement and neither party shall have any further obligations under this Agreement, with the exception of any outstanding costs owed to the Township under this Agreement at the time of termination or the indemnification provisions of this Agreement. If Lindahl elects, in its sole determination, not to pursue the development and construction of the Project, Lindahl may terminate this Agreement by providing notice to the Township of such determination, and the Parties agree to mutually execute a termination agreement and neither party shall have any further obligations under this Agreement, with the exception of any outstanding costs owed to the Township under this Agreement at the time of termination or the indemnification provisions of this Agreement.

12. **Notice.** Any notice required or permitted under this Agreement will be in writing and mailed by registered or certified mail, return receipt requested, to the other party at the following addresses:

Township: Tioga Township
6934 108th Avenue NW
Tioga, ND 58852
Attn: Joseph Breckey, Chairman

Lindahl: *Lindahl Wind Project*
One Tech Drive, Suite 220
Andover, MA 01810
Attn: *Brian Doherty*

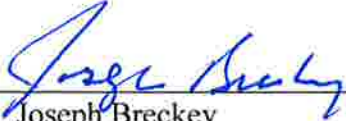
*with copy to:
Lindahl Wind Project
One Tech Drive Suite 220
Andover, MA 01810
ATTN: General Counsel*

13. **Counterparts.** This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

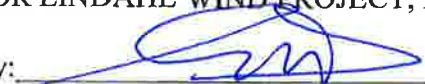
[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year above written.

FOR THE BOARD OF TOWNSHIP SUPERVISORS OF TIOGA TOWNSHIP,
WILLIAMS COUNTY, NORTH DAKOTA:

By:  _____
Joseph Breckey
Chairman

FOR LINDAHL WIND PROJECT, LLC:

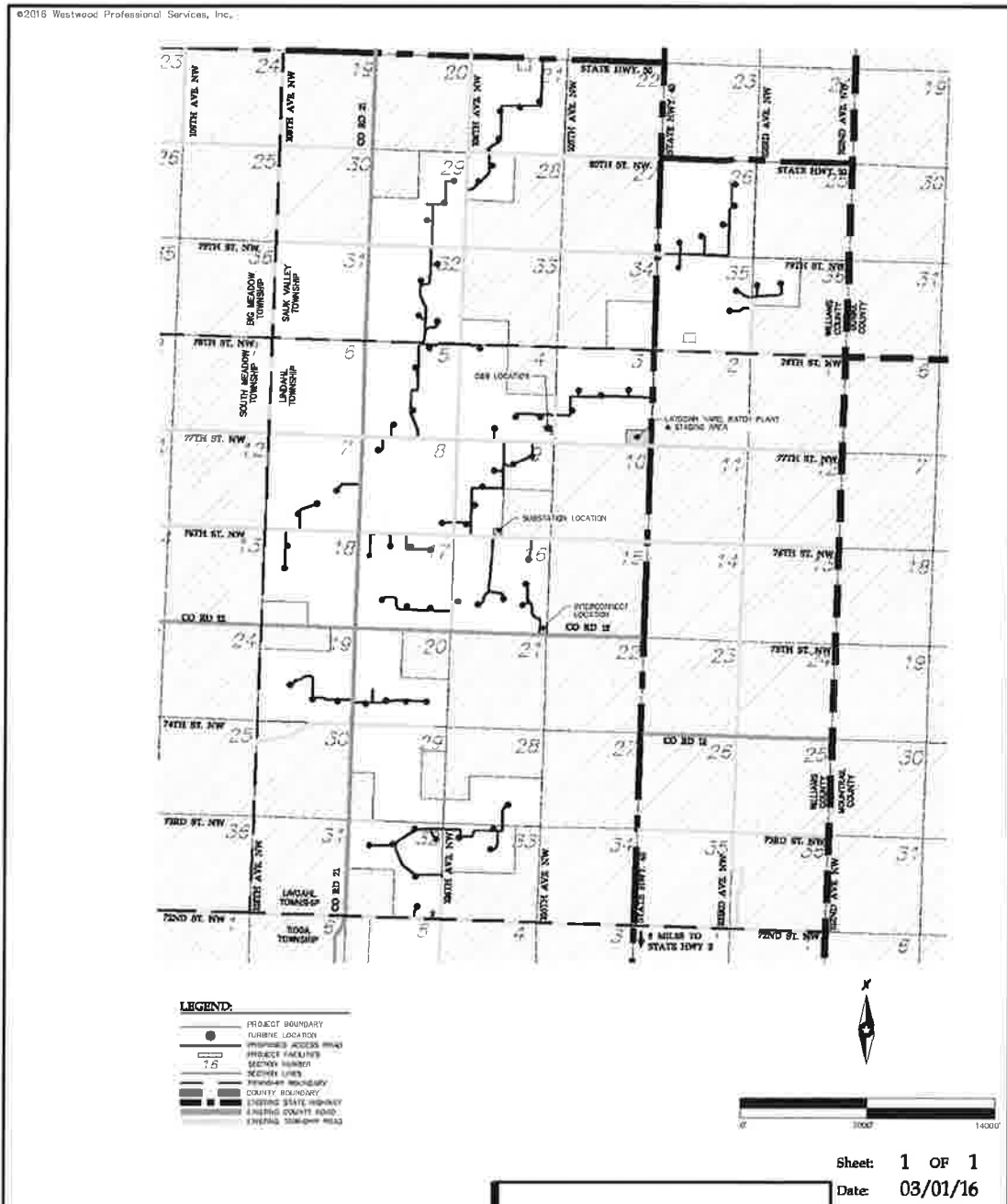
By: 

Name: David Post

Title: VP, Business Development

EXHIBIT "A"

DEPICTION OF PROJECT



Sheet: 1 OF 1
Date: 03/01/16

Lindahl Wind Project
Williams County, North Dakota

Depiction of Project

Westwood

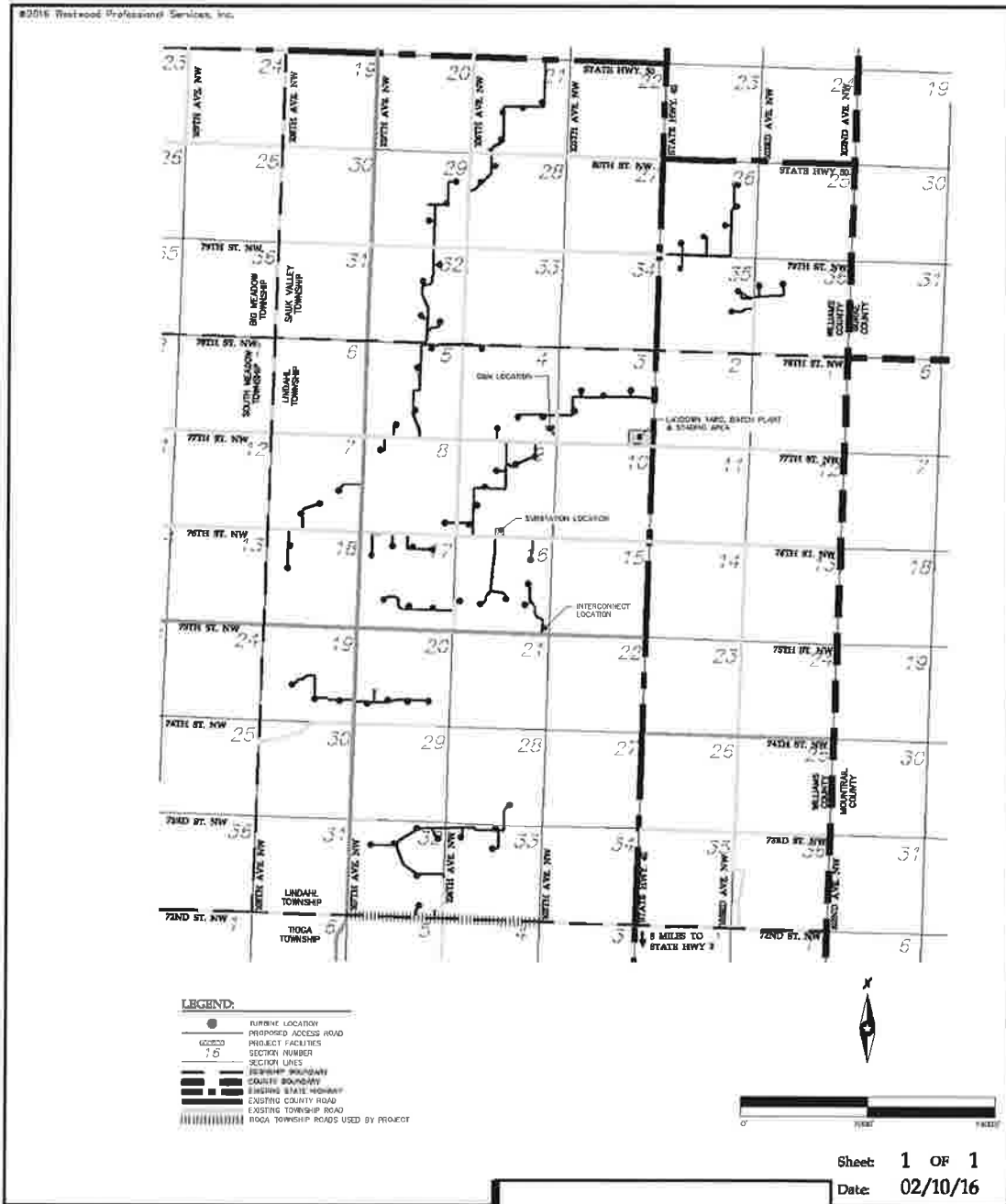
Phone (852) 937-4160 7800 Anagram Drive
Fax (852) 937-8822 Eden Prairie, MN 55344
Tel/Fax (848) 937-4160 westwoodps.com
Westwood Professional Services, Inc.

Checked: []
Drawn: []
Revised: []

0004737E:XH18_RMA_Exhibits.dwg

EXHIBIT "B"

TRANSPORTATION ROUTE AND PLANNED IMPROVEMENTS



Westwood

Phone (882) 837-8180 7896 Anagram Drive
 Fax (882) 837-8822 Eden Prairie, MN 55344
 Toll Free (888) 837-8180 westwoodps.com

Westwood Professional Services, Inc.

Checked: _____
 Date: _____
 Printed: _____

Lindahl Wind Project

Williams County, North Dakota

Tioga
 Township
 RMA Exhibit

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EXHIBIT "C"

[Letterhead of Issuing Bank]

Irrevocable Letter of Credit No. _____

Issue Date: _____

Expiration Date: [at least one year after the Issue Date]

Tioga Township

Dear Board of Township Supervisors:

We hereby establish our Irrevocable Letter Of Credit No. _____ in your favor, at the request and for the account of Lindahl Wind Project, LLC ("Lindahl"), and hereby authorize you to draw on us for a sum or sums up to the aggregate amount of Fifteen Thousand U.S. dollars (\$15,000.00), available upon presentation by you, or your designee, accompanied by a statement from Tioga Township confirming that the Emergency Repairs, required by the Road Maintenance Agreement by and between Tioga Township and Lindahl, executed on _____, have not been constructed or completed as set forth in the Road Maintenance Agreement, which is incorporated herein by reference.

This Letter of Credit shall be automatically extended for a period of one (1) year on the Expiration Date and on each successive expiration date, unless, at least ninety (90) days before the then current expiration date, we notify both you and Lindahl by certified mail, return receipt requested, that we have decided not to extend this Letter of Credit beyond the then current expiration date. If, within thirty (30) days after receipt of such notification, Lindahl does not construct or complete the Emergency Repairs of the Tioga Township roads and/or bridges to the pre-construction condition in accordance with the Road Maintenance Agreement, does not perform the selected remedy described in that Agreement, or does not provide alternate financial assurance acceptable to Tioga Township, then any unused portion of this Letter of Credit shall be available for you to draw in accordance with the terms of this Letter of Credit.

Whenever this Letter of Credit is drawn on under and in compliance with the terms hereof, we shall duly honor your draft upon presentation to us. Partial drawings are permitted. This Letter of Credit shall not be transferrable to a third party without consent and approval by the Tioga Township.

Yours truly,

By: _____
Name & Title (print): _____