

## CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (the "**Agreement**") is executed this 25 day of May, 2016, by and between Roughrider Electric Cooperative, Inc., a North Dakota corporation ("**REC**") and Brady Wind, LLC, a Delaware limited liability company ("**Project Company**"). REC and the Project Company are sometimes referred to herein collectively as the "**Parties**".

### R E C I T A L S :

**WHEREAS**, REC has an interest in the property located in Stark County, North Dakota and described in **Exhibit A** attached hereto and incorporated by reference herein (collectively "**Easements**"); and

**WHEREAS**, Project Company is constructing roads and underground and/or overhead utility lines (collectively referred to as "**Road and Utility Crossings**") across the Easements for the purpose of accessing, constructing, operating and maintaining the Brady Wind Energy Center, a wind farm located in Stark County, North Dakota. The locations of the Project Company's proposed Road and Utility Crossings on the property are more particularly depicted in **Exhibit B** attached hereto and incorporated by reference herein (the "**Permitted Crossing Locations**"); and

**WHEREAS**, REC is willing to consent to Project Company's construction, maintenance and use of said Road and Utility Crossings on the Easements subject to certain conditions.

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. REC hereby consents to the construction of the Project Company's facilities within the area of the Easements in the Permitted Crossing Locations in compliance with all legal and regulatory requirements. REC is assigning Project Company no rights or privileges under its Easements, and Project Company will be securing its own easements for Road and Utility Crossings from the relevant landowners.

2. Along with the Agreement, Project Company shall provide REC with the **Exhibit B** sketch of its contemplated Road and Utility Crossings. REC shall be given the opportunity to approve the locations, such approving not being unreasonably withheld. Project Company shall provide REC a map or sketch of all Road and Utility Crossings after construction is completed upon receiving a written request from REC.

3. Project Company agrees to notify REC immediately in the event any damages are caused by Project Company or a Project Company contractor to REC's electrical transmission or distribution lines. Project Company will repair the damage, at its expense, and shall pay any damages incurred by REC due to this damage. In the event it is necessary for REC to make the emergency repairs, Project Company will reimburse REC for its expense immediately upon

receipt of REC's invoice. Project Company will pay for any costs REC incurs due to the construction of the Road and Utility Crossings, including costs associated with line drops.

4. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses as follows:

REC:

Roughrider Electric Cooperative, Inc.  
2156 4<sup>th</sup> Avenue E  
Dickinson, ND 58602-1038  
Attn: Operations Manager  
Telephone: (701) 483-5111

Project Company:

Brady Wind, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408  
Attn: General Counsel  
Telephone: (561) 694-4678

5. This Agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents and contractors of the Parties to this Agreement. Project Company shall be permitted to assign this Agreement without the prior written consent of REC. The assignment shall only be effective upon the provision of notice to REC. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the original Easements.

6. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute on and the same Agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**REC:**

Roughrider Electric Cooperative, Inc.,  
A North Dakota corporation

By: Roughrider Electric Cooperative Inc  
Name: Jason L. Bentz  
Title: Operations Manager

STATE OF NORTH DAKOTA     )

COUNTY OF STARK            )

On this 25 day of May, 2016, before me, the undersigned notary public, personally appeared Jason L. Bentz, as Operations Manager (title) of Roughrider Electric Cooperative, Inc., a North Dakota corporation, who is  personally known to me to be the person who subscribed to the foregoing instrument or  who has produced a driver's license as identification, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Debbie Lorz  
Notary Public  
Debbie LORZ  
Notary Printed Name  
My Commission Expires:

**COUNTERPART SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**Project Company:**

Brady Wind, LLC,  
A Delaware limited liability company

By: \_\_\_\_\_  
John DiDonato, Vice President

STATE OF FLORIDA                    )

COUNTY OF PALM BEACH            )

On this \_\_\_\_ day of May, 2016, before me, the undersigned notary public, personally appeared John DiDonato, as Vice President of Brady Wind, LLC, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Printed Name  
My Commission Expires:

**EXHIBIT A**

**Description of REC Easements**

**EXHIBIT B**

**Depiction of Road and Utility Crossings**