

HENRY COUNTY
DECOMMISSIONING AGREEMENT

This Decommissioning Agreement (“Agreement”) dated as of December 10, 2014 (“Effective Date”) by and between Whitewater Wind, LLC, a Delaware limited liability company, qualified to do business in Indiana (the “Company”) and Henry County, Indiana (the “County”).

RECITALS

WHEREAS, the Company desires to build wind farm facilities in Henry County, Indiana (the “Wind Farm”);

WHEREAS, the Company has or will enter into certain Lease and Easement Agreements (collectively, the “Leases”) with the landowners within the Wind Farm area (the “Landowners”);

WHEREAS, pursuant to Section 154.095 of the Henry County Land Usage Ordinance (the “Ordinance”), the Company is required to post and maintain financial resources to cover the cost of decommissioning the Wind Farm, including demolition and removal of the Wind Farm facility (the “Net Removal Cost” as defined herein), in the form of a bond or other security acceptable to the County;

WHEREAS, the Company shall post a bond or other security acceptable to the County, for the Net Removal Cost upon the terms and conditions more fully set forth below;

WHEREAS, the Company and the County have agreed that the County may, but shall not be required to, use the salvage value of Generating Units (as defined below) located within the Wind Farm to cover the Net Removal Cost in the event the Company and its lenders fail to complete the decommissioning in accordance with the Ordinance; and

WHEREAS, for purposes of this Agreement, “Generating Units” are defined to include, but not be limited to, wind power facilities, transformers, met towers, underground cable circuits, roads and collector substations.

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

ARTICLE I
BOND ISSUANCE

Section 1.1 Agreement to Decommission; Restoration Fund Amount. Company shall decommission each Generating Unit and related improvements pursuant to the terms of this Agreement and the Ordinance, which shall be deemed the decommissioning plan under the Ordinance. The Company shall decommission each Generating Unit and related improvements upon the discontinuation of use, which shall be deemed to occur upon the failure of such Generating Units to produce electricity for twelve (12) consecutive months, unless a plan outlining the steps and schedule for returning the Generating Units to service is submitted and approved by the Henry County Planning Commission. The approval of the Henry County Planning Commission of such a plan may not be unreasonably withheld. If a Company’s performance of its obligations to decommission pursuant to

such a plan 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, extreme weather, 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; the effect of any law, proclamation, action, demand or requirement of any government agency.

After the Henry County Planning Commission approves the Wind Farm use and prior to the issuance of the improvement location permit or siting approval, Company shall deliver to County a bond, or other security acceptable to the County, issued by one of the acceptable companies listed in the latest version of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reimbursing Companies", Department Circular 570, issued by the Department of the Treasury (the "Bond Provider"), in a form and substance reasonably satisfactory to County (the "Restoration Fund") securing performance of the decommissioning obligations, which bond shall be equal to the estimated amount, if any (the "Net Removal Cost"), by which the cost of removing the Generating Units, including reasonable professional fees related thereto, exceeds the salvage value of such Generating Unit, which Net Removal Cost shall be determined as follows: The Company shall retain a licensed professional engineer with knowledge of the operation and decommissioning of wind farms (a "Professional Engineer") to provide an estimate of the Net Removal Cost, which Professional Engineer shall be subject to reasonable approval of the County. If the Parties cannot agree on the Professional Engineer, then the County and the Company shall each select a Professional Engineer licensed in Indiana and the Professional Engineers thus selected shall select a third Professional Engineer which shall each provide an estimate of the Net Removal Cost. The amount of the Restoration Fund shall be an amount equal to the average of the three estimates of the Net Removal Cost. The Company shall pay all fees in obtaining the estimates of the Net Removal Cost. Company shall keep the Restoration Fund, or a like replacement bond, in force throughout the remainder of the term of this Agreement.

Beginning with any replacement or extension of the Restoration Fund on or after eight (8) years from the date of this Agreement, the Restoration Fund shall be in an amount equal to the greater of the Net Removal Cost or twenty-five percent (25%) of the estimated costs of removing the Generating Units, and for purposes of estimating the salvage value, any turbine or other portion of the Generating Unit that is subject to a lien or security interest for the benefit of a lender or creditor of the Company or other party (other than the County) shall be deemed to have salvage value only to the extent that the salvage value exceeds the amount of the lien.

Section 1.2 Restoration Fund Provider; Restoration Fund Beneficiaries. At least thirty (30) days prior to such delivery of the Restoration Fund to the County, the Company shall submit to the County the name of the provider of the Restoration Fund and the documents governing the issuance of the Restoration Fund, both of which 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 Restoration Fund, provided, however, that the disbursement of and rights to the Restoration Fund funds shall be governed by Article II below. The Company represents that it has not granted and the Company shall not grant to the Landowners or any other party rights to the Restoration Fund senior to the rights of the County to the Restoration Fund.

Section 1.3 Restoration Fund Requirements. The Restoration Fund shall have an initial term of eight (8) years. The Company shall deliver to the County not later than one hundred twenty days (120) days prior to the expiration date of any posted Restoration Fund (the "Renewal Deadline"), a certificate of continuation extending the expiration date of the then-existing Restoration Fund for an additional period of five (5) years. Such certificate of continuation shall include an updated estimate of the Net Removal Cost prepared by the independent 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 engineer selected based on the process outlined in Section 1.1.

Section 1.4 Failure to Provide Restoration Fund. If the Company fails to provide the Restoration Fund or the certificate of continuation provided in Sections 1.2 and 1.3, the County shall provide written notice to Company and Company shall be afforded thirty (30) days' notice and opportunity to cure, prior to County's declaring a default under this Agreement. If Company fails to provide the Restoration Fund or the certificate of continuation provided in Sections 1.2 and 1.3 after such thirty (30) days and the County declares an event a default hereunder, the County shall have the right to (a) seek any necessary injunctive relief available under applicable law to affect the providing of the Restoration Fund or any other requirement under this Agreement, (b) pay any premium necessary to continue the Restoration Fund, in which case Company shall reimburse the County for the amount of such premium, (c) decommission the Generating Units and be reimbursed for the related costs from the Restoration Fund in effect pursuant to Section 2.1, 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.

ARTICLE II DISBURSEMENT OF SECURITY

Section 2.1 Rights of County. In the event the Company and its lenders fail to decommission the Wind Farm in accordance with the requirements of the Ordinance, the County may, in its sole election, undertake the decommissioning of the Wind Farm. The County's election to decommission all or any portion of the Wind Farm shall not create an obligation to the Landowners, the Company or any other third party to complete the decommissioning of the entire Wind Farm. In the event the County elects to undertake the decommissioning of the Wind Farm, it may make a claim(s) upon the Restoration Fund to the Bond Provider for the Net Removal Cost subject to the limitations set forth herein. Any claim made by the County upon the Restoration Fund shall be limited to such expenses incurred by the County for the removal of all structures including up to a depth of four (4) feet below the surface and the restoration of the soil and vegetation with the Wind Farm, as set forth in the Ordinance, including reasonable professional fees (the "Decommissioning Obligations").

Section 2.2 County Cooperation. In the event the County elects not to complete the decommissioning of all or any portion of the Wind Farm, the County shall execute all documentation reasonably required or required by the Restoration Fund, the Company and/or its lenders necessary to waive the County's rights to all or a portion of the Restoration Fund funds and to otherwise permit the Landowners to make claims against the Restoration Fund or at the option of the Landowners, return the Restoration Fund to Company. Additionally, the County and Landowners may enter into a "Letter of Understanding" (in recordable form) by which certain Wind Farm facilities such as access roads and out buildings, as deemed necessary or useful by Landowners, may be allowed to remain.

Section 2.3 Abandonment. In the event of abandonment of the Wind Farm by the Company, the Company will provide an affidavit to the Henry County Planning Commission representing that all Leases for Generating Units shall contain terms that provide financial assurance, including access to the salvage value of the equipment, for Landowners to insure that the Generating Units are properly decommissioned within one year of expiration or earlier termination of the Wind Farm; provided, however, delivery of such affidavit shall not relieve the Company of any of its obligations under this Agreement.

Section 2.4 Release of Restoration Fund. The Bond Provider shall release the Restoration Fund when the Company has demonstrated to the reasonable satisfaction of the Henry County Planning Commission that the Decommissioning Obligations have been satisfied.

ARTICLE III SALVAGE VALUE

Section 3.1 County Right to Salvage Value of Generating Units. In the event the Company, its lenders or the Landowners fail to decommission the Wind Farm in accordance with the terms of the Ordinance and in addition to any rights to make a claim upon the Restoration Fund, the Generating Units within the Wind Farm shall be deemed abandoned and the County shall be entitled to apply the salvage value of the Generating Units located within the Wind Farm to any costs of decommissioning the Wind Farm in excess of the funds available under the Restoration Fund.

ARTICLE IV OTHER RIGHTS OF COUNTY

Section 4.1 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 Wind Farm. In addition, the County shall have the right to seek reimbursement from Company, its successors or assigns, for any costs of decommissioning the Wind Farm incurred by the County in excess of the funds available under the Restoration Fund and the salvage value of the Generating Units.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations, Warranties and Covenants of County. The County represents and warrants to the Company as follows:

- a. The County has full power and authority 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 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 5.2. 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 VI
DISPUTES; DETERMINATIONS

Section 6.1 Default; Disputes. The breach of or default under this Agreement by the Company shall constitute a breach of the Ordinance, and any remedies set forth under the Ordinance 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 Restoration Fund funds and the salvage value of the Generating Units shall take priority over the rights of the Landowners as set forth in this Agreement.

ARTICLE VII
TERM

Section 7.1 Term. The term of this Agreement shall commence on the date of this Agreement, and this Agreement and County's rights hereunder shall terminate upon the completion of the decommissioning of the Wind Farm 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 Restoration Fund and the salvage value of the Generating Units upon the request of the Company.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 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 8.2 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 (including by telecopy) 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 transmitted by telecopier with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

If to Company:

Whitewater Wind, LLC
Attn: Business Manager
700 Universe Blvd., FEJ/JB
Juno Beach, FL 33408

With a copy to:

Bingham Greenebaum Doll LLP
2700 Market Tower, 10 West Market Street
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.

If to the County:

Henry County Commissioners
101 S Main St.
New Castle, IN 47362
Attn: County Auditor

All notices to the County shall include a copy
to Henry County Attorney:

Richard J. Hall, Esq.
Barnes & Thornburg LLP
11 South Meridian
Indianapolis, IN 46204

Section 8.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by each of the parties hereto.

Section 8.4 Successors and Assigns. (a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 7.1 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, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, 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 the Company pursuant to this Agreement.

(c) Company may, without the consent of the County, but upon notice to County, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate or subsidiary, or with the consent of the County (not to be unreasonably withheld), to a

company that acquires substantially all the assets of Company. Additionally, upon the prior written notice to the County and without consent of the County, Company may assign this Agreement to a (i) public utility or (ii) a developer, provided in either instance such assignee shall have comparable experience in constructing and operating a wind 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 immediately prior year end.

(d) Company will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Company or any of its direct or indirect affiliates, or (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Company

(e) Any 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 and Drainage Agreement dated the date hereof (the "Road Use Agreement") and the Economic Development Agreement dated the date hereof (the "Economic Development Agreement") 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 prior to the effective date of the assignment. The restrictions on the Company's ability to assign this Agreement set forth in this Section shall expire ten (10) years after the date of the completion of the Wind Farm; provided however, following the expiration of such restrictions, the Company shall still provide notice of any assignment of this Agreement to the County not less than forty-five (45) days prior to the effective date of the assignment, the assignee shall still agree in writing to be bound by the terms of this Agreement, and any assignment of this Agreement by Company to an assignee shall still be subject to Company assigning its rights and obligations under the Road Use Agreement and the Economic Development Agreement to the same assignee.

(f) Company may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the 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 for the purposes of financing the development, construction and/or operation of the Wind Farm (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Company shall notify the County 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 notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Company shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Company shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County.

Section 8.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any

of the parties hereto may execute this Agreement by signing any such counterpart. 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 the subject matter hereof.

Section 8.6. 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 8.7 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 8.8 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana. Venue for any action related to this Agreement shall be in a court of appropriate jurisdiction located in Henry County, Indiana.

Section 8.9 Road Use Agreement. Company and the County acknowledge that decommissioning of the Wind Farm shall constitute an "Extraordinary Event" under Section 28 of the Road Use Agreement, which may require the provision of additional amounts for the Restoration Fund to cover the cost of any potential damage or destruction to the County roads which may be incurred during such decommissioning.

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

"Company"

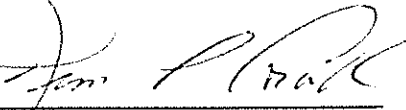
Whitewater Wind, LLC

By: 
Name: John DiDonato
Its: Vice President

"County"

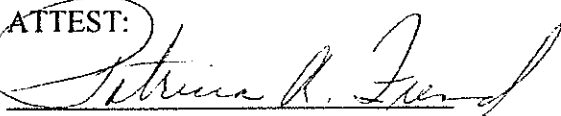
Henry County Commissioners

By: 
William D. Cronk

By: 
Kim L. Cronk

By: _____
Ed Yanos

ATTEST:



Patricia A French
Auditor, Henry County, Indiana

