

ROAD USE, REPAIR AND INDEMNITY AGREEMENT

This Road Use, Repair, and Indemnity Agreement ("Agreement") is entered into on the 18th day of December 2014 by and between Carbon County, a body politic and corporate and a political sub-division of the State of Montana ("County"), and Sunrise Wind Holdings LLC on behalf of Pryor Cave Wind Project LLC, Mud Springs Phase I; Mud Springs Wind Project LLC, Mud Springs Phase II; Horse Thief Wind Project LLC, Mud Springs Phase III; and Bowler Flat Energy Hub LLC, Mud Springs IV ("Developer").

WHEREAS, the Parties hereto desire to provide for the indemnity of the County by the Developer as set forth herein; and

WHEREAS, the Parties hereto desire to provide for the use and repair of County Roads, road surfaces, bridges, culverts, and other structures (hereinafter collectively "Roads") used by Developer which are damaged as a result of Developer's use of heavy vehicles to transport heavy construction equipment and materials.

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

- 1.0 Term of Agreement. The Term of this Agreement shall commence on the date the Parties sign hereto and shall remain in effect for the life of the Mud Springs Wind Energy Project ("Project").
- 2.0 Indemnity. Developer shall at all times indemnify the County from all claims, damages, and causes of action which arise from any act or failure to act on the part of the Developer with regard to the terms and conditions of this Agreement.
- 3.0 Governing Law. This Agreement shall be governed by the laws of the State of Montana.
- 4.1 Pre-Construction Road Survey. As soon as practicable, but in any event prior to the commencement of construction by Developer, the Developer shall select a third party independent licensed civil engineering firm acceptable to the County, to conduct the surveys and assessments as follows:
 - a. Video Survey of Roads. Videotape the Roads that Developer will be using for the construction of the Project. The cost of the Video Survey will be paid by the Developer prior to the use of oversized and overweight loads.
 - b. Rutting and cross slope assessment. Wheel rut depth in both outer and inner wheel paths shall be measured with a straight edge. If a lane is crowned in the middle of the rut, depth can be measured for each wheel path by laying the straight edge from the centerline of the road to center of the lane and from the center of the lane to the edge of the Road for the inner wheel path and outer wheel path, respectively. Cross slope shall also be measured, using the full lane width straightedge and a "smart level" in percent mode. Again, if there is a crown in the middle of a Road, the cross slope shall be measured independently, and recorded as such, for the inner and outer wheel paths. The rut depth and cross slope measurements will be made at a uniform spacing at 15 locations per mile.
- 5.0 Post-construction Survey. The Developer shall select the same civil engineering firm to conduct the Post-construction Survey. The surveys set out above in Section 4.0 shall be repeated for the Post-construction Survey.
- 6.1 Determination of Final Repairs. The County shall examine the Post-construction Survey and compare it to the Pre-construction Survey. Based on this comparison, the County shall prepare a report of repairs needed. The report shall be submitted to

Developer within 3 months after Project construction is completed. If the County determines no repairs are needed and the roads have been sufficiently repaired due to any damage incurred by the Developer during construction of the Project, the County shall provide written approval to the Developer within 3 months after Project construction is completed.

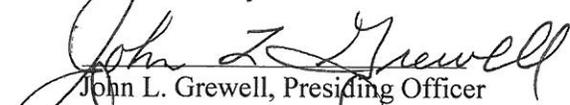
- a. County and Developer shall act in good faith and fair dealing in determining the repairs for which Developer is responsible. Once the Parties have agreed to the repairs to be made by Developer, Developer shall proceed in a commercially reasonable manner to perform the repairs and to pay all material, labor, and equipment costs so incurred.
- b. If the Parties cannot agree in good faith and fair dealing to the repairs to be made, they shall proceed to mediation under the laws of Montana. If mediation isn't successful, the parties shall proceed to binding arbitration under the laws of Montana. Venue for mediation and arbitration shall be in Carbon County, Montana. If the Parties proceed to arbitration, the arbitrator shall award reasonable attorney's fees and costs to the prevailing party.

7.0 Emergency Repairs. The Developer shall perform any emergency repairs to the Roads that are caused by Developer and which the County determines must be repaired. The County shall inform the Developer of required emergency repairs and the repair shall be accomplished as soon as possible. Close communication will be required between the County and Developer. All costs of the emergency repairs caused by Developer shall be paid for by Developer. *If emergency repairs cannot be performed in a time frame acceptable to the County, the County may make the necessary repairs and bill the developer the cost of repairs.*

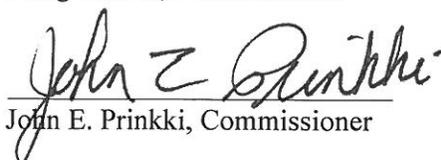
8.0 Operations and Maintenance. Should the Developer require the use of heavy vehicles and construction equipment during Project operation, the Developer shall repair any damage to County Roads as a result of use of heavy vehicles and construction equipment during operations. The Developer will coordinate with the County regarding snow plowing and ensure that roads not maintained by the County are plowed to the extent necessary to maintain access to the Project for maintenance and safety.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date and year first above written.

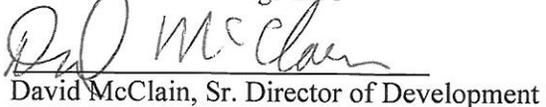
Carbon County


John L. Grewell, Presiding Officer


Doug Tucker, Commissioner


John E. Prinkki, Commissioner

Sunrise Wind Holdings LLC


David McClain, Sr. Director of Development