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DECOMMISSIONING AGREEMENT

BRUCE A. LAMBERT
WHITE COUNTY RECORDER

This Decommissioning Agreement ("Agreement") dated as of February 16, 2015 ("Effective Date") by and between Meadow Lake Wind Farm V LLC, a Delaware limited liability company (the "Company") and White County, Indiana (the "County"). Capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to them in the Leases (defined below).

RECITALS

WHEREAS, the Company desires to build wind farm facilities in White County, Indiana (the "Wind Farm");

WHEREAS, pursuant to Chapter 7, Section 7.9 of the White County Zoning Ordinance (the "Ordinance"), the Company is required to post financial resources to cover the cost of decommissioning the Wind Farm (the "Decommissioning Costs"), either in the form of a surety bond, letter of credit or other security acceptable to the County;

WHEREAS, the Company has elected to post a surety bond for the Decommissioning Costs upon the terms and conditions more fully set forth below (the "Surety Bond");

WHEREAS, the Company and the County have agreed that the County may use the salvage value of the wind generating units (the "Generating Units") located within the Wind Farm to cover the Decommissioning Costs in the event the Company and its lenders fail to complete the decommissioning in accordance with the Ordinance;

WHEREAS, the Company has or will enter into certain Wind Energy Leases and Agreement with Grant of Easements (collectively, the "Leases") with the landowners within the Wind Farm area (the "Landowners");

WHEREAS, the Leases require that the Company post security for the Decommissioning Costs for the use and benefit of the Landowners and allows the Landowners to apply the salvage value of the Generating Units upon their property to the Decommissioning Costs in the event the Company and its lenders fails to decommission the Wind Farm as required under the Ordinance; and

WHEREAS, the County has agreed that the Landowners may also be named as beneficiaries/obligees under the Surety Bond and may make claims upon the Surety Bond upon the terms more fully set forth herein.

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 Bond Amount. Company shall cause to be delivered to the County, before the issuance of any building permits by the County for the Wind Farm, the Surety Bond issued by a 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 Surety Bond shall be in the face amount of: (a) \$600,000.00 from the Effective Date through year five (5) after the Effective Date; (c) \$700,000.00 for years six (6) through seven (7) after the Effective Date; (d) \$900,000.00 for years eight (8) through nine (9) after the Effective Date;(e) \$1,300,000.00 for years ten (10) through eleven (11) after the Effective Date; (f) \$1,500,000.00 for years twelve (12) through thirteen (13) after the Effective Date; (g) \$1,700,000.00 for years fourteen (14) through year twenty-nine (29) after the Effective Date; and (e) for years thirty (30) and thereafter each year until the decommissioning of the Wind Project is complete and this Agreement is terminated as set forth in Section 6.1 herein, the amount of the Surety Bond shall be determined as follows: The Company shall retain a Professional Engineer licensed in the State of Indiana to provide an estimate of the Decommissioning Costs for the remainder of the Term of the Lease. 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 Decommissioning Costs. The amount of the Surety Bond shall be in an amount equal to the average of the three estimates of the Decommissioning Costs. Wind Company shall pay all fees in obtaining the cost estimates.

Section 1.2 Bond Beneficiaries. The County and all Landowners shall be named as a beneficiaries/obligees of the Surety Bond, provided however that the disbursement of and rights to the Surety Bond funds shall be governed by Article II below.

Section 1.3 Bond Requirements. The Company shall deliver to the County not later than sixty (60) days prior to the expiration date of any posted Surety Bond (the "Renewal Deadline"): (i) a certificate of continuation extending the expiration date of the then-existing Surety Bond and, if applicable, an endorsement increasing the amount of the Surety Bond to the amount required under Section 1.1, above; (ii) a new Surety Bond in the amount required in Section 1.1 above, or (iii) evidence of the deposit of funds by the Company into an escrow account in a bank acceptable to the County in an amount equal to the Surety Bond required under Section 1.1 above, which amount shall remain in escrow until such time as the Company delivers to the County the documents described in (i) and (ii). Any escrow established under this Section 1.3 shall be governed by an escrow agreement in compliance with this Agreement and the terms of the Ordinance and otherwise acceptable to the County in its reasonable discretion.

If the Company fails to deliver the items described above prior to the Renewal Deadline, the County may declare an event of default hereunder and the County shall have the right to (a) seek any necessary injunctive relief available under applicable law to affect the provision of a surety bond, letter of credit, or escrow agreement by the Company, or any other requirement under this Agreement, (b) pay any premium necessary to continue the Surety Bond, in which case Company shall reimburse the County for the amount of such

premium, (c) draw upon the bond or letter of credit then serving as the Restoration Fund, for the full amount available thereunder, and place such funds into a decommissioning escrow account to serve as the Restoration Fund for the remainder of the terms of this Agreement, and (d) 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 BOND FUNDS

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 Surety Bond for the Decommissioning Costs subject to the limitations set forth herein. Any claim made by the County upon the Surety Bond 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 within the Wind Farm, as set forth in the Ordinance (the "Decommissioning Obligations").

Section 2.2 Landowner Rights. In the event the Company and its lenders fail to decommission the Wind Farm in accordance with the requirements of the Ordinance, the Landowners shall have the right to perform the Decommissioning Obligations relating to their property, subject to the conditions set forth herein. Prior to commencing any decommissioning activities, a Landowner must contact the County and obtain written confirmation that the County has affirmatively elected to not undertake Decommissioning Obligations (the "County Waiver"). If a Landowner receives the County Waiver, a Landowner may undertake the decommissioning of the Wind Farm facilities located on their property and may, upon submission of a copy of the County Waiver to the issuer of the Surety, make a claim for decommissioning costs incurred by such Landowner in an amount not to exceed \$25,000 per Generating Unit located on such Landowner's Property, subject to such other terms, conditions and limitations set forth in the Leases

Section 2.3 County Cooperation. In the event the County elects not to complete the decommissioning of the Wind Farm, the County shall execute all documentation reasonably requested or required by the Surety, the Company and/or its lenders necessary to waive the County's rights to the Surety Bond funds and to otherwise permit the Landowners to make claims against the Surety Bond.

ARTICLE III SALVAGE VALUE

Section 3.1 County Right to Salvage Value of Generating Units. In the event the Company and its lenders 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 Surety Bond, 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 Surety Bond.

Section 3.2 Landowner Right to Salvage Value of Generating Units. In the event the Company fails to decommission the Wind Farm in accordance with the terms of the Ordinance, the Landowners shall have the right to apply the salvage value of the Generating Units to the costs incurred by the Landowner to perform the Decommissioning Obligations related to their property, subject to the conditions set forth herein. Prior to commencing any decommissioning activities, a Landowner must contact the County and obtain written confirmation that the County has affirmatively elected to not undertake the Decommissioning Obligations and waives any rights to the salvage value of the Generating Units. If a Landowner receives such confirmation, any Generating Units located on the Landowner's property shall be deemed abandoned and the Landowner shall be entitled to apply the salvage value of said Generating Units to any costs of decommissioning said Generating Units or Wind Farm facilities in excess of the funds available under the Surety Bond to the decommissioning costs incurred by the Landowner subject to the terms, conditions and limitations set forth in the Leases. The Company represents and warrants that the Leases do not and agrees that the Leases shall not contain terms inconsistent with the terms of this Agreement.

Section 3.3 Substitution of Collateral. Company shall have the right to substitute a letter of credit, cash in an escrow account, or other security acceptable to the County, in an amount equal to the Surety Bond as permitted under the Ordinance. Any escrow account established pursuant to this Section 3.3 shall be governed by an escrow agreement in compliance with the terms of the Ordinance and otherwise acceptable to Company and the County in their reasonable discretion. Any letter of credit provided by the Company shall be issued by a financial institution acceptable to the County in its reasonable discretion, in a form and substance reasonably satisfactory to County.

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 Surety Bond 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 Disputes. In the event of any dispute as to any amount to be paid pursuant to this Agreement, the right of the County to the Surety Bond funds and the salvage value of the Generating Units shall take priority over the rights of the Landowners. 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.

ARTICLE VII TERMINATION

Section 7.1 Termination. 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 the Ordinance. 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 Surety Bond 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, delivered by overnight courier upon confirmed receipt, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

Company: Meadow Lake Wind Farm V LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

County: White County
c/o White County Commissioners
P.O. Box 260
Monticello, Indiana 47960

With a copy to: George Loy, Esq.
117 West Broadway
P.O. Box 631
Monticello, IN 47960

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. This Agreement shall (a) remain in full force and effect until the termination hereof pursuant to Section 6.1 herein; and (b) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Upon a transfer of all of Company's right, title and interest in and to the Leases and or the Wind Farm and this Agreement, Company shall be released from all of its obligations and liability under this Agreement so long as the assignee assumes in writing Company's obligations and liabilities with respect to the right, title and interest so transferred and such assignee has a net asset value of no less than Fifteen Million Dollars (\$15,000,000.00). Company shall provide the County with written notice of any transfer or assignment of Company's right, title and interest under this Agreement within ninety (90) days of such assignment.

Any assignment of this Agreement by Company to an assignee pursuant to the prior paragraph shall be subject to Company assigning its rights and obligations under the Road Use Agreement and the Decommissioning Agreement to the same assignee.

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 White County, Indiana.


ARTICLE IX ROAD BOND

Section 9.1 Road Bond. The Company or its surety shall, unless otherwise required under the Road Use Agreement, post a surety bond in an amount acceptable to the County to cover the cost of any potential damage or destruction to the County roads which may be incurred during the decommissioning of the Wind Farm.

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

MEADOW LAKE WIND FARM V LLC,
a Delaware limited liability company

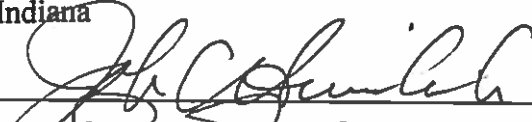


By: 
Ryan Brown
Its: Executive Vice President, Eastern Region

By: 
Steve Irvin
Its: Executive Vice President, Central Region

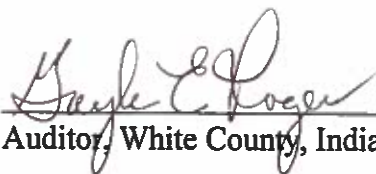
att.

WHITE COUNTY, INDIANA

By: Board of Commissioners of White County,
Indiana

ATTEST:


Auditor, White County, Indiana