

Decommissioning Agreement

between

Sugar Creek Wind LLC

And

Montgomery County, Indiana, Building Department

This Decommissioning Agreement (the « Agreement ») dated September 9, 2013, is between

Sugar Creek Wind LLC, a Delaware limited liability company (the « Company ») with principal place of business at 150 North Michigan Avenue, Suite 2800, Chicago, Illinois 60601,

And

the Montgomery County, Indiana Building Administrator (the « County ») with principal place of business at 110 W South Boulevard, Crawfordsville, Indiana 47933, as joined in by the Montgomery County Board of Commissioners.

RECITALS

WHEREAS, in connection with the decommissioning of wind turbines, power collection and communication systems, related roads, pad-mounted transformers, meteorological towers, O&M building, electric substation, overhead transmission lines, switchyard, staging areas, batch plant and related facilities (collectively referred to as the « Wind Project » or the « Project ») in Madison and Sugar Creek Townships, Montgomery County « County », Indiana, Company shall perform the decommissioning activities of all Wind Project constituents (collectively referred to as the « Components »);

WHEREAS, per this Agreement, the County allows Company to decommission all components associated with the Wind Project upon termination of operations, in accordance with the County Wind Energy Conversion Systems « WECS » Ordinance « Ordinance » and subject to the provisions contained herein; and

WHEREAS, the terms of this Agreement are binding upon Company and the County, and any subsequent successors, assigns, or heirs.

NOW, THEREFORE, the parties agree as follows:

1. Decommissioning Initiation

In accordance with Ordinance §115.15(H), Project Components shall be decommissioned within twelve (12) months of Wind Project activity termination or abandonment.

2. Decommissioning Process

- a. Representation. Company and County shall each appoint a single representative available on-site to serve as a direct point of contact for the Project.
- b. Decommissioning Works. In accordance with Ordinance §115.15(C), the decommissioning and restoration process includes removal of aboveground structures; removal of belowground structures to a depth of forty-eight (48) inches below the soil surface; infield access and crane pad grading to original slopes; restoration of topsoil; and re-vegetation and seeding (collectively, the « Decommissioning Works »). Access roads, access gates, fencing, and other minor improvements made on behalf of the Project shall not be removed unless the associated landowner requests removal. A full description of the actions associated with the decommissioning process is provided in **Exhibit A [Decommissioning Process]**. Aboveground structures include the turbines, transformers, overhead transmission lines, Project-owned portions of the substation and interconnection facilities (if any), meteorological towers, and maintenance buildings. Belowground structures include turbine, substation, and building foundations; electrical distribution system conduits; and Project-specific drainage structures to a depth of forty-eight (48) inches.
- c. Soil Erosion Control. Company shall follow the same soil erosion and sediment control measures and other best management practices established for construction of the Project during decommissioning, except as modified by the Indiana Department of Environmental Management « IDEM » prior to removal commencement.
- d. Road Usage. During decommissioning, Company may widen designated areas of certain County roads to accommodate the transportation of cranes and other machinery required for turbine disassembly and removal. Unless otherwise requested by the participating landowner, Company shall leave all permanently constructed County roads in place. Company or its contractors shall remove all ditch crossings connecting access roads to public roads unless otherwise requested by the participating landowner. Company shall also leave the aggregate base roads used for in-field access at the Project site unless otherwise requested by the participating landowner. Remaining subgrade material shall be de-compacted and graded into the adjacent soils to the approximate pre-existing topography. The area shall be covered with topsoil and re-vegetated.
- e. Communication. If Company is contacted by the County regarding decommissioning concerns, Company shall attempt to address the County's decommissioning concerns within forty-eight (48) hours and shall in all cases maintain communication and consult with the County with respect to such decommissioning concerns.

3. Site Restoration

Company shall restore all disturbed sites within the Project area to as near as practicable the original condition that existed prior to construction, subject to the following:

- a. Topsoil Restoration. To the extent necessary, Company or its contractors shall remove topsoil from all work areas prior to component removal, and store it in a designated location separate from other excavated material. Sub-grade materials and topsoil shall

be restored to a density and depth consistent with the immediate area or to a depth of eighteen (18) inches. The affected areas shall be inspected, cleaned, and all debris removed. Any topsoil deficiency and trench settling shall be mitigated with imported topsoil consistent with the quality of the affected site.

- b. Vegetation Restoration. Company or its contractors shall seed all disturbed soils surfaces within agricultural fields with a seed mix agreed upon with the landowner in order to maintain consistency with the original land use. All other disturbed areas shall be restored to a condition and forage density reasonably similar to original conditions. In all areas, restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure establishment of suitable grasses and forbs.

4. Financial Assurance

- a. Bond Amount. Company shall cause to be delivered to the County, before the issuance of any building permits for the Project, a Surety Bond issued by a Surety of Company's choosing « Decommissioning Security ». The Surety Bond shall be in the amount of \$15,000 per turbine beginning by the start of construction « Construction Commencement » and shall be maintained for the duration of the Wind Project, until the Project Decommissioning Works are complete. For the purposes of this Agreement, Construction Commencement is defined as the date upon which any clearing or other similar site preparation activity begins at the Project site, namely the beginning of construction of access roads, including road improvements (such as intersection radius improvements, culvert extensions, culvert replacements, access road construction, road width upgrades, and bridge loading upgrades), but shall not include testing or surveying (including geotechnical drilling and meteorological testing) to determine the adequacy of the site for construction.
- b. Bond Amount Review. In accordance with Ordinance §115.15(G), the Company shall retain a Professional Engineer licensed in the state of Indiana to provide an updated Decommissioning Cost Estimate and submit it to the Montgomery County Building Administrator every fifth (5) year following Construction Commencement. The updated Decommissioning Cost Estimate shall be less the current salvage value of the Components, which shall be based on an international scrap steel price index. If the updated cost estimate is greater than the original submission, Company shall increase the level of the Decommissioning Security to at least 125% of the value of the estimate in accordance with Ordinance §115.15(F) and likewise, if the cost estimate (taking into account the current salvage value) is less than the original submission, Company shall be permitted to decrease the level of financial assurance to 125% of the updated estimate value, if any.
- c. Bond Renewal. Company shall deliver to the County not later than thirty (30) days prior to the expiration date of any posted Surety Bond « Renewal Deadline » either: i) a certificate of continuation extending the expiration date of the then-existing Surety Bond and, if applicable, an endorsement increasing or decreasing the Surety Bond amount required under Section 4.a [Bond Amount] above, as it may be modified by the Bond Amount Review as set forth in Section 4(b), or ii) a new Surety Bond in the amount

defined in Section 4.a [Bond Amount] above, as it may be modified by the Bond Amount Review as set forth in Section 4(b).

5. Disbursement of Bond Funds

- a. Rights of Company. In the event that Company puts in place the Decommissioning Security but does not effectively commence Project construction, the County shall return the Decommissioning Security in full to Company upon the earlier of i) Company's building permit(s) expiring, or ii) Company's return of the County building permits. If Company completes the Project Decommissioning Works as described herein, the funds within the Decommissioning Security shall be released in full back to Company no later than three (3) months after completion by Company of the Decommissioning Works. In the event that the Company or its lenders fail to decommission the Wind Project in accordance with this Agreement, the Company shall be afforded a reasonable and practicable right to cure by the County prior to drawing upon the Surety Bond, and the funds available through the Decommissioning Security shall not serve any other purpose than the completion of the Project Decommissioning Works. Upon its receipt of funds originating from the Decommissioning Security in the event that it is necessary, the County shall release and indemnify Company from any and all liability or responsibility relating to the complete decommissioning activities associated with the Project.

- d. Rights of County. In the event that the Company or its lenders fails to decommission the Wind Project in accordance with this Agreement, the County may undertake the decommissioning of the Wind Project. In the event the County elects to undertake the Wind Project decommissioning, it may make claims upon the Surety Bond subject to the limitations set forth herein. In such case, the County shall have access to the Project site, pursuant to reasonable notice, to effect or complete decommissioning. For all decommissioning and restoration works where the County may have to use funds originating from the Decommissioning Security, the County shall be responsible for designing, bidding, and implementing all decommissioning and restoration projects within the given budget of the Decommissioning Security. In the event that Company or its lenders fail to decommission the Wind Project in accordance with this Agreement and in addition to any rights to make a claim upon the Surety Bond, the WECSs within the Project shall be considered abandoned, and the County shall be entitled to apply the salvage value of the WECSs located within the Wind Project to any costs associated with the Decommissioning Works. Such salvage value will be applied as a priority to offset any usage of the Surety Bond. The County shall return any remaining Surety Bond or salvage funds to Company no later than three (3) months after the completion of the Wind Project decommissioning activities.

6. Decommissioning Phase Road Usage Agreement

Prior to effective decommissioning of the Project, Company and the County shall agree on financial assurance covering the potential damages to the County roads to be used during the decommissioning phase. The assessment of the financial security shall be done by a Professional Engineer and shall follow the provisions of the separate Road Use and Drainage Repair Agreement negotiated by the Parties and used for the construction of the Project, as applicable.

7. Insurance and Limitation of Liability

During decommissioning, Company shall maintain commercial general liability insurance covering property damage and personal injury arising from the decommissioning works performed on the Wind Project. Such insurance coverage shall be written with a primary limit of not less than \$2,000,000 per occurrence. Company shall maintain excess/umbrella liability insurance providing coverage limits in excess of the primary limits. Such insurance coverage shall have a limit of liability of not less than \$5,000,000 in aggregate.

8. Termination

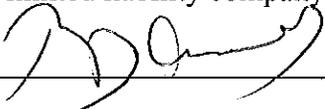
This Agreement and the County's rights hereunder shall terminate upon the completion of the Wind Project Decommissioning Works by any party in accordance with the terms of this Agreement. Upon termination of this Agreement, the County shall execute all documentation necessary or reasonably required in order to release and waive all claims to the Surety Bond and the salvage value of the WECSs upon the request of Company.

9. Notices

All notices, requests, and other communications provided for herein (including any modifications, 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 timely notice to the other party.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

SUGAR CREEK WIND LLC
a Delaware limited liability company

By:  _____

Printed Name: Brice Yharrassarry

Its: Manager

Signatures continued on following page



MONTGOMERY COUNTY, INDIANA

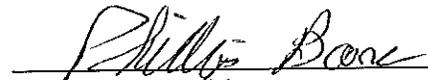
By: Montgomery County Building Administrator



Marc Bonwell

AND

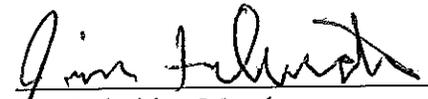
By: Board of Commissioners of Montgomery
County, Indiana



Phil Bane, President



Terry Hockersmith, Vice President



Jim Fulwider, Member

ATTEST:



Michelle Cash

Michelle Cash

Auditor, Montgomery County, Indiana

List of Exhibits

Exhibit A Decommissioning Process

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Exhibit A

DECOMMISSIONING PROCESS

1. Decommissioning procedure

All decommissioning and restoration activities will adhere to the Montgomery County WECS Ordinance (§115), as well as all applicable state and federal regulations.

The decommissioning and restoration process includes removal of aboveground structures; removal of foundation structures to a depth of forty-eight (48) inches below the soil surface; infield access and crane pad grading to original slopes; restoration of topsoil; and re-vegetation and seeding. Access roads, fencing, and other minor improvements made on behalf of the Project will not be removed unless the associated landowner requests removal.

Aboveground structures include the turbines, transformers, overhead transmission lines, Project-owned portions of the switchyard and interconnection facilities (if any), meteorological towers, maintenance buildings, and access gates. Belowground structures include turbine and building foundations; electrical distribution system conduits; and project-specific drainage structures.

The same soil erosion and sediment control measures and other best management practices established for construction of the Project shall also be followed during decommissioning, except as modified by the Indiana Department of Environmental Management (IDEM) prior to removal commencement.

WECS Removal

High value components, such as hydraulic pumps or machine parts, will be stripped for re-sale and the remaining material will be reduced to shippable dimensions and transported off-site for proper recycling or disposal. Control cabinets, electronic components, and internal cables will be removed. The blades, hub, and nacelle will be lowered to grade for disassembly. The tower sections will be lowered to the ground where they will be further disassembled or cut into transportable sections. All WECS pieces will be disassembled or cut into sizes so that loads will comply with County road weight limits. Overweight loads will not occur. All work will be done under environmental standards to protect recycling wastes from entering the soil, water, or air. The area will be cleaned and all debris removed. For the avoidance of doubt, the County has no rights to the components of the Project or to their salvage value, except for those components which cannot be removed pursuant to the Decommissioning Agreement.

WECS Foundation Removal

Topsoil will be removed from an area surrounding the foundation and stored for later replacement. In accordance with §115.15(C), turbine foundations will be excavated to a depth of 48 inches below the soil surface to remove all anchor bolts, rebar, conduits, cable, and concrete. After removal of all noted foundation materials, the area of excavation will be refilled with clean sub-grade material of quality

comparable to the immediate surrounding area. The sub-grade material will be compacted to a density similar to the surrounding sub-grade material. Some unexcavated areas will be compacted to a level greater than the surrounding areas during construction by the decommissioning equipment, such as cranes and trucks. These areas will be de-compacted to adequately restore the topsoil and sub-grade material to the proper density consistent with the surrounding area. The area will be cleaned and all debris removed.

Underground Electrical Distribution System

The cables and conduits contain no materials known to be harmful to the environment and will be cut back to a depth through 48 inches below the soil surface. All cables and conduits greater than 48 inches beneath the surface will be abandoned in place.

Overhead Electrical Distribution System

The conductors will be removed and stored in a pre-approved location. Switches and other hardware will be removed and delivered to a recycling processing company. The supporting poles will be removed and the holes filled in with compatible sub-grade material. In areas where environmental damage from complete removal may outweigh the benefits, the poles will be sawed flush with the surrounding grade. The poles will be stored in a pre-approved location and stored conductors and poles will be later removed and transported to appropriate facilities for salvage or disposal. The area will be cleaned and all debris removed.

Substation

Disassembly of the substation will include only the areas owned by Sugar Creek Wind LLC; any system upgrades made by Sugar Creek Wind LLC and conveyed to the transmission owner will remain in place). Steel, conductors, switches, transformer, etc., will be reconditioned and reused, sold as scrap, recycled, or disposed of appropriately depending on market value and demand. Foundations and underground components will be removed to a depth of 48 inches below surface and the excavation filled, contoured, and re-vegetated. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted to adequately restore the topsoil and sub-grade material to the proper density consistent with the surrounding area. The area will be cleaned and all debris removed.

Access Roads

During the decommissioning process, access roads to turbines may need to be temporarily widened in order to accommodate the transportation of appropriately sized cranes or other machinery required for the disassembly and removal of the turbines.

Unless otherwise requested by the participating landowner, permanent access roads constructed to accommodate the Project will remain in place. Ditch crossings connecting access roads to public roads will be removed unless otherwise requested by the participating landowner or County. Improvements to County roads that were not removed after construction will remain in place.

The aggregate base roads used for in-field access will also remain at the Project site unless otherwise requested by the participating landowner. Remaining subgrade material will be de-compacted and graded into the adjacent soils to the approximate pre-existing topography. The area will be covered with topsoil and re-vegetated.

Site Restoration

All disturbed sites within the Project area will be restored to as near as practicable the original condition that existed prior to construction. To the extent necessary, topsoil will be removed from all work areas prior to component removal, and stored in a designated location separate from other excavated material. The topsoil will be replaced to original depth, and original surface contours reestablished where possible. Any topsoil deficiency and trench settling will be mitigated with imported topsoil consistent with the quality of the affected site.

Following decommissioning activities, the sub-grade material and topsoil from all affected agricultural areas will be de-compacted and restored to a density and depth consistent with the surrounding fields or to a depth of typically 18 inches. The affected areas will be inspected, cleaned, and all debris removed.

All disturbed soils surfaces within agricultural fields will be seeded with a seed mix agreed upon with the landowner in order to maintain consistency with the surrounding agricultural uses. All other disturbed areas will be restored to a condition and forage density reasonably similar to original conditions. In all areas, restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure establishment of suitable grasses and forbs.

County Road Reinstatement

All public roads damaged as a result of decommissioning activities will be repaired by Sugar Creek Wind LLC or its contractors. Damage to County roads is expected to be minor or insignificant. There will be no overweight loads of WECS parts or materials. All recycling truck loads will comply with the County road weight limits. Road damage, if it occurs, would likely be limited to wear of the surface course in the turn locations of the haul trucks. Sugar Creek Wind LLC will work with the County Highway Superintendent to inspect and document the condition of the road surfaces before and after decommissioning activities. In the case that decommissioning occurs during very hot summer periods, Sugar Creek Wind LLC will work with the County Highway Superintendent to delay loads until advisable for passing without damage to the surface course.