NORTHEAST MISSOURI WIND

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("**Agreement**") is made and entered into this 24th day of October, 2022 ("**Effective Date**"), by and between Northeast Missouri Wind, LLC ("**NEMO**") and the County Commissioners of Knox County, Missouri ("**County**"). NEMO and the County may be referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. NEMO is developing a commercial wind energy generation facility in Knox County, Missouri ("**Project**"), a map of the Project footprint is attached as Exhibit A ("**Project Area**").

B. NEMO and the County entered into that certain Commercial Wind Energy Project Development Agreement, dated on the Effective Date ("**Development Agreement**"), which imposes certain obligations on NEMO and the County related to the construction, operation and maintenance of the Project.

C. In connection with the development and construction of the Project, it will be necessary for NEMO or NEMO's or its affiliates' respective employees, contractors, subcontractors, representatives and agents (collectively "**NEMO Parties**") to (i) transport heavy equipment and materials on County Designated Roads (defined below), (ii) transport locally sourced materials, such as concrete and gravel on the Designated Roads, (iii) make temporary and permanent modifications and improvements to the Designated Roads (including to culverts, bridges, traffic control devices, road shoulders and other related fixtures) to allow such equipment, vehicles, and materials to pass, and (iv) place electrical and communication cables (collectively "**Cables**") for the Project adjacent to, along, under or across such Designated Roads.

D. NEMO and the County wish to set out their understanding and agreement related to the use of Designated Roads during construction and operation of the Project and comply with the terms of the Development Agreement.

AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Use of Roads

1.1 Use of Designated Roads. In connection with the development and construction of the Project, the County hereby acknowledges and agrees that the NEMO Parties may use those County roads within the Project Area, such roads to be more specifically identified in accordance with Section 2.6 on the Traffic Map (defined below) to be attached to this Agreement at least 45 days prior to Construction Start (defined below) as Exhibit B (such roads, including any bridges or box culverts, are collectively referred to as "**Designated Roads**"). The Designated Roads may be used by the NEMO Parties in connection with the development, construction, operation and maintenance of the Project, including the transportation of heavy equipment and materials within the Project Area. "**Construction Start**" means the date on which NEMO begins making improvements on and to the Designated Roads.

1.2 Adding Designated Roads. Additional roads or portions of roads may be added as Designated Roads as follows:

(a) NEMO may, from time to time, add additional roads as Designated Roads by submitting to the County (i) an updated version of Exhibit B that includes such additional roads, and (ii) an updated version of the Inspection Report (defined below) incorporating the additional roads. The County shall review and approve or reject the additional roads within seven business days after submittal, such approval not to be unreasonably withheld or conditioned. Upon approval by the County, the updated version of Exhibit B shall replace the previous Exhibit B and this Agreement shall be deemed amended with such updated version without any further action required by either Party.

1.3 Load Violations. NEMO shall cause the general contractor and its subcontractors and suppliers, to use only Designated Roads for on-site deliveries using overweight loads or oversized vehicles ("**Load Event**") during construction. For purposes of this section, a construction vehicle (which shall not include pickup trucks or service vehicles) will be considered overweight or oversized if it would (i) require an overweight or oversize vehicle permit from the Missouri Department of Transportation (in accordance with 7 CSR 10-25.020) to travel on State roads or (ii) if such vehicle is hauling commercial quantities of rock, aggregate, or concrete on Designated Roads. If the County receives a substantiated complaint that a Load Event has occurred by a NEMO Party on a road that is not a Designated Road, as well as documentation evidencing such event (such substantiated event, a "**Load Violation**"), it shall provide notice and such documentation to NEMO as soon as reasonably possible.

(a) On the first notice of a Load Violation, NEMO shall promptly work with the general contractor to address and correct the issue, including by exercising any rights it may have under the construction contract with the general contractor in NEMO's reasonable discretion.

(b) If a second Load Violation occurs, NEMO shall pay to the County $2,000 within 15 calendar days after notice of such Load Violation as a fine for such second Load Violation.

(c) If a third Load Violation occurs, that portion of the road on which the third Load Violation occurred shall be treated with 160 tons of 1 ¼ inch MGS aggregate per mile prior to the date the first Notice of Acceptance is issued by the County.

During construction, NEMO shall not allow the general contractor and its subcontractors and suppliers, to congregate and park vehicles on the shoulders of County roads ("**Shoulder Parking**"); except, that, if a vehicle has a mechanical issue or an emergency situation makes Shoulder Parking necessary, Shoulder Parking shall be allowed only to the extent necessary to address the mechanical or emergency issue. Notwithstanding the remedies for Load Violations set forth in Section 1.3(a)-(c) above, if a Load Violation or Shoulder Parking causes damage to a road, or any portion of a road, that is not a Designated Road, then (i) NEMO shall repair such damage promptly and in no event later than the date the first Notice of Acceptance is issued by the County, (ii) NEMO shall include the repairs to the road or portion of the road in a Post-Construction Repair Notice for approval by the County in accordance with Section 4.2, and (iii) the dispute resolution provisions in Section 8 shall apply to any such road repair work.

Section 2. Pre-Construction

2.1 Engineering Firm. NEMO shall hire a civil engineer licensed in the State of Missouri who regularly practices and has experience in roadway construction and design standards and is mutually acceptable to NEMO and the County ("**Project Engineer**"). NEMO has engaged Westwood Professional Services as the initial project civil design engineer for the Project. The Parties agree that Westwood Professional Services is mutually acceptable to NEMO and the County.

2.2 Designated Road Inspection. Prior to Construction Start and before delivery of heavy loads of materials and equipment to the Project Area, NEMO shall cause the Project Engineer to inspect and structurally assess the Designated Roads ("**Inspection**") and provide a written report of such Inspection ("**Inspection Report**"). In addition to the Project Engineer's findings, the Inspection Report may include information and findings from other third-party consultants hired by NEMO. NEMO shall provide the Inspection Report to the County promptly upon receipt, but in no event later than 45 days prior to Construction Start. The County shall review and approve the Inspection Report within 15 calendar days after submittal, such approval not to be unreasonably withheld or conditioned ("**Inspection Approval**"). If the County reasonably believes that there are deficiencies in the Inspection Report, the Parties shall work together and with the Project Engineer to address such deficiencies in a timely manner. The Inspection Report will include or address the following:

(a) Whether the Designated Roads have the structural capacity to carry the loads generated by the NEMO Parties.

(b) For Designated Roads insufficient to carry the expected loads, the Project Engineer shall provide a reasonable recommendation of the work required to make the Designated Roads sufficient for the expected loads.

(c) A video of the entire length of the Designated Roads created with a vehicle camera traveling at a maximum speed of 25 miles per hour and provided to the County in an electronic format that clearly identifies each road segment.

(d) Copies of all pre-construction Designated Road condition documentation such as cross section surveys and centerline profiles, as necessary, and culvert condition inventory.

(e) Results of geotechnical analysis of the Designated Roads.

2.3 Road Improvement Plans. At least 30 calendar days prior to Construction Start, NEMO shall provide final road improvement plans to the County detailing the road improvements that will be necessary for deliveries of heavy loads of materials and equipment ("**Road Improvement Plans**"). The plans will include expected road and turning radius expansions and intersection improvements (each a "**Road Expansion**"), culvert installations, improvements to strengthen box culverts or bridges, and the planned use of jump bridges, if any, and other improvements to be made incrementally as construction of the Project progresses to the Designated Roads to provide structural capacity for Project construction and subsequent operation. The Road Improvement Plans shall incorporate the road standards and specifications adopted by the County and those additional detailed specifications mutually agreed to by the Parties included in the attached Exhibit C ("**Construction Standards**"). Prior to commencing construction of improvements on the Designated Roads, the County shall have the right to provide input and reasonable recommendations and NEMO and the Project Engineer shall be required to consider such reasonable input and recommendations and incorporate them into

the Road Improvement Plans; *except, that*, NEMO is not required to incorporate such recommendations or input into the Road Improvement Plans if (i) the County provides such input and recommendations more than 15 calendar days after receiving the Road Improvement Plans, (ii) incorporating such recommendations would materially increase the cost of the road improvements, (iii) incorporating such recommendations would conflict with the requirements or specifications provided by equipment suppliers, (iv) incorporating such recommendations would increase the construction timeline by more than 15 calendar days, (v) incorporating such recommendations would, in the reasonable discretion of the Project Engineer, cause an increased driving hazard or unsafe traffic condition, or (v) if incorporating the recommendations would violate any local, state, or federal law, rule or regulation or require any additional approvals by any governmental authority. The goal of the Parties is to use the most direct routes to and from the Project as practicable, limit the necessity of requiring the use of alternate routes by members of the general public, minimize disruption of traffic flows, and minimize the cost and scope of road improvements.

2.4 Post-Construction Repair Estimates and Security. At least 30 calendar days prior to Construction Start, NEMO shall provide estimated Post-Construction Repair costs ("**Repair Costs**") to the County detailing the expected cost to repair and remediate the Designated Roads at the end of the construction period in accordance with Section 4.1. At least 10 calendar days prior to Construction Start, NEMO shall post for the benefit of the County a surety bond, letter of credit, or other type of security, in each case reasonably acceptable to the County and NEMO, in an amount that is the greater of (i) 110% of the Repair Costs, and (ii) $1,500,000 ("**Post-Construction Repair Security**").

2.5 Collection and Transmission Lines. At least 45 calendar days prior to commencement of construction of any collection or transmission lines in or under the Designated Roads or other public roads within the County, NEMO shall provide site plans showing the planned locations of such collection and transmission lines crossing Designated Roads or County owned roads ("**Transmission Plans**"). The County shall review and approve or deny the Transmission Plans within 20 calendar days after submittal, such approval not to be unreasonably withheld or conditioned ("**Transmission Approval**"). The County may object to the location of any collection or transmission lines crossing County roads, by providing detailed information regarding the reasons for such objections to NEMO and the Parties shall work together to revise the Transmission Plans to address such objections. Subject to Section 5.1(f), no further approval from the County shall be required for collection and transmission lines in or under the Designated Roads or other County roads as long as the as-built location of such collection and transmission lines is within 100 feet of the locations shown in the Transmission Plans subject to the Transmission Approval. All collector and transmission lines that intersect public roads shall be underground, directionally bored, and placed at least four feet below the lowest point of the ditch along such road. After construction of the Project, NEMO shall provide as-built site plans to the County, which shall include locations of NEMO's overhead and underground transmission and collector lines as well as any identified third-party pipelines, utility lines, and other infrastructure.

2.6 Transportation Routes. At least 45 days prior to Construction Start and before delivery of heavy loads of materials and equipment to the Project Area, NEMO shall provide the County with a map, which designates the location of wind turbines, construction laydown yards, access road locations (entrances) for the wind turbines, the haul route for Project construction vehicles and the ingress and egress routes to and from the footprint of the Project for all material deliveries, including component parts for the wind turbines and substation, as well as the concrete and gravel haul routes ("**Traffic Map**"). After delivery of the Traffic Map, NEMO shall meet with the County to discuss the Traffic Map and transportation routes, and shall coordinate the transportation routes to be used for construction and delivery of materials and major

components with the County thereafter as may be necessary during construction of the Project and otherwise in accordance with Section 3. The final Traffic Map will be attached to this Agreement as Exhibit B, as may be updated in accordance with the procedure set forth in Section 1.2 to add additional Designated Roads. Changes to the Traffic Map that do not add Designated Roads shall be reflected in subsequent updates to the Traffic Map as necessary, which shall be subject to the County's review and approval (or rejection) in the same manner as the addition of Designated Roads set forth in Section 1.2.

2.7 Road Expansions. No later than 20 calendar days after delivery of the Road Improvement Plans, the County shall provide notice to NEMO of any temporary Road Expansions shown on the Road Improvement Plans that the County wants to be constructed as permanent Road Expansions ("**Permanent Expansions**"). Upon notice by the County, NEMO shall direct its contractor to construct such Road Expansions as Permanent Expansions; *except, that*, NEMO may reject such request if (i) any such Road Expansion is not entirely within the County road right-of-way or is not capable of being built as a Permanent Expansion without encroaching onto private land, (ii) constructing the Road Expansion as a Permanent Expansion would violate any local, state, or federal law, rule or regulation, or would require additional approvals by the United States Army Corps of Engineers or any other state or federal agency, or (iii) would, in the reasonable discretion of the Project Engineer, cause an increased driving hazard or unsafe traffic condition. If NEMO rejects any request for Permanent Expansions, NEMO shall provide detailed information regarding the reasons for the rejection and the Parties shall work together to revise the Road Improvement Plans to address such objections if possible.

Section 3. During Construction

3.1 NEMO's Obligations. NEMO will undertake the following activities during construction of the Project:

(a) Project traffic, including heavy lift crawler crane crossings, shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public and local traffic.

(b) Except in the event of an emergency situation (in which case NEMO shall provide notice to the parties in this paragraph as soon as reasonably practical), NEMO shall provide at least 48 hours' notice to the County when it is necessary for a Designated Road to be closed for four hours or less, and provide at least 72 hours' notice when it is necessary for a Designated Road to be closed for more than four hours. NEMO shall provide such notice, which may be made by email or telephone, to the County, Macon County 911 dispatch, the postmaster for the United States Postal Service in Edina, Missouri, and The Edina Sentinel (for publication online). Such notice shall include a telephone number for a NEMO representative who will be on-site during any such closure and who landowners can contact in the event of an emergency.

(c) Employ dust control measures to limit the hazards and inconvenience of dust associated with Project construction on the Designated Roads when under use during construction of the Project.

(d) Mark and sign road and intersection closures in accordance with the Missouri Manual on Uniform Traffic Control Devices.

(e) Maintain the Designated Roads such that they are kept in a condition for safe travel by the motoring public by promptly correcting any unsafe conditions caused by NEMO's construction activities, in accordance with Section 7.2.

(f) Perform all work on Designated Roads and rights-of-way in a good and workmanlike manner and all perform all permanent work in accordance with the Construction Standards.

(g) Cause ditches along the Designated Roads to be clear of built-up debris and materials in a manner that maintains and preserves drainage function and prevents flooding.

(h) Meet and coordinate with the County regarding traffic impacts from construction as set forth below:

(i) Upon request by the County in any week during construction, a representative of NEMO or the contractor shall meet with the County at a mutually agreeable time on Friday of such week to discuss and coordinate planned traffic impacts for the following week; *provided, that*, any such request by the County shall be made by 5:00 pm Central time Wednesday.

(ii) In lieu of a meeting as described in Section 3.1(h)(i) above, the County may request a roads map or other summary detailing the contractor's expected areas of road work and traffic impact for the following week; *provided, that*, any such request by the County shall be made by 5:00 pm Central time Wednesday.

(i) Use commercially reasonable efforts to cause its general contractor and subcontractors when deconstructing Road Expansions to salvage and save for the County's use any (i) high density polyethylene (HDPE) or similar type culvert pipe for the County's use that would otherwise be thrown away and not reused in the Project, and (ii) any rock or aggregate that would otherwise be buried or disposed of and not reused in the Project; *provided, that*, any such materials will be provided "as is" and without warranty and the County agrees to execute any waiver or release documents that may be reasonably requested by NEMO's contractors prior to receiving such materials. Such materials shall be delivered to the County at a location designated by the County; provided, that, any deliveries of materials to the County do not require compliance with designated delivery and haul routes on the Traffic Map and may be made via roads other than the Designated Roads.

(j) Use at least one foot of MoDOT 1-inch class 5 aggregate under timber matting when crossing cranes on County roads.

Section 4. Post-Construction

4.1 Designated Road Repair. NEMO shall repair the Designated Roads to the condition they were in prior to the damage caused by construction of the Project in accordance with the Construction Standards ("**Post-Construction Repairs**"). NEMO shall implement soil and erosion control measures and repair damaged drainage infrastructure to pre-construction conditions.

4.2 Completion of Road Repair. NEMO shall provide written notice to the County when it has completed the Post-Construction Repairs on a portion of the Designated Roads (each a "**Post-Construction**

Repair Notice") and the County shall have 30 calendar days to inspect the applicable portion of the Designated Roads and approve the Post-Construction Repairs by providing written notice to NEMO, such approval not to be unreasonably withheld or conditioned, in a form substantially similar to the form attached as Exhibit D ("**Notice of Acceptance**") or reject the Post-Construction Repairs by providing a Punch List (defined below) to NEMO.

(a) NEMO shall provide the Post-Construction Repair Notices to the County on a rolling basis, covering such portions of the Designated Roads as NEMO shall determine in its reasonable discretion, as the Post-Construction Repairs on a segment of the Designated Roads have been completed.

(b) If at any time the Post-Construction Repair Notice includes portions or segments of the Designated Roads that together exceed 30% of the total miles of Designated Roads, then the County may extend its review and approval period from 30 calendar days to a maximum of 90 calendar days after delivery of such Post-Construction Repair Notice.

(c) If the County reasonably believes that any portion of the Designated Roads submitted for approval, has not been repaired in accordance with the Construction Standards or is not otherwise restored to the condition it was in before construction of the Project, the County shall state with specificity those actions required, in the reasonable opinion of the County, to repair the portion of the Designated Roads to conform with the standard set forth in Section 4.1 and the Construction Standards by providing a punch list of such deficiencies, in a form substantially similar to the form attached as Exhibit E ("**Punch List**").

4.3 Construction on Non-Participating Landowner Land. Notwithstanding Section 4.5, at the time the County provides its final Notice of Acceptance to NEMO, it may elect to retain up to 10% of the Post-Construction Repair Security to secure NEMO's obligations set forth in Section 4.3 of the Development Agreement related to construction of Project infrastructure on non-participating landowner owned land ("**Landowner Complaint Security**") until the date that is 30 calendar days after the date NEMO provides to the County the fully executed final completion certificate from its general construction contractor ("**Complaint Date**"), as may be extended in accordance with this Section 4.3.

(a) If, prior to the Complaint Date, the County receives a complaint and evidence from a landowner that NEMO constructed Project Facilities (as such term is defined in the Development Agreement) on their land without an agreement granting NEMO rights to construct such Project Facilities, then the County shall notify NEMO of such complaint within two business days after the landowner complaint is made.

(b) NEMO shall, within 14 calendar days after receiving notice of such complaint provide to the County:

(i) evidence of an agreement between the applicable landowner and NEMO providing NEMO with sufficient rights to maintain the Project Facilities on the property;

(ii) evidence that the Project Facilities are not constructed on the complaining landowner's land; or

(iii) evidence that NEMO has contacted the complaining landowner and has taken steps to remove the Project Facilities or otherwise address the issue in a manner acceptable to the complaining landowner and NEMO.

(c) In the case of Section 4.3(b)(i) – (ii), no such further action shall be required by NEMO.

(d) In the case of Section 4.3(b)(iii) NEMO shall, within 60 calendar days after receiving notice of such complaint (or, if such complaint cannot reasonably be cured within 60 calendar days due to complaining landowner's refusal to cooperate, a reasonable amount of time thereafter not to exceed 120 calendar days):

(i) deconstruct, decommission, and remove the Project Facilities from the property and provide evidence of such removal to the County; or

(ii) provide the County evidence of an agreement between the complaining landowner and NEMO providing NEMO with sufficient rights to keep and maintain the Project Facilities on the complaining landowner's land.

(e) If NEMO fails to remove the Project Facilities in accordance with Section 4.3(d) and the County or complaining landowner removes the Project Facilities, the County may draw on the remaining Landowner Complaint Security in the amount expended by the complaining landowner or the County to remove the Project Facilities and remediate the land on which the Project Facilities were erroneously constructed.

(d) The Landowner Complaint Security, reduced by any draws made pursuant to Section 4.3(e) if applicable, shall be released to NEMO as follows:

(i) If no landowner complaint has been made prior to the Complaint Date, on the Complaint Date.

(ii) If a landowner complaint has been made prior to the Complaint Date and NEMO provided evidence addressing such complaint in accordance with Section 4.3(b)(i), Section 4.3(b)(ii), or Section 4.3(d), on the Complaint Date.

(iii) The later of the date that (A) is 10 business days after NEMO provides evidence to the County as set forth in Section 4.3(d), (B) is 10 business days after the County has made a reimbursement draw in accordance with Section 4.3(c), and (C) the Complaint Date.

4.4 Road Repair Dispute. If NEMO disputes the Punch List, and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer in accordance with the dispute resolution mechanism in Section 8.1 of this Agreement.

(a) If the Neutral Engineer finds that NEMO is obligated to make repairs to the Designated Roads in accordance with the Punch List, NEMO shall have 30 calendar days from the date the Neutral Engineer's findings are delivered to make such repairs.

(b) If NEMO fails to repair the Designated Roads within the timeframe set forth in Section 4.3(a), the County may repair the Designated Roads and draw on the Post-Construction Security for the reasonable cost of such repairs.

(c) Nothing in this Section shall be construed as a waiver of either Parties' right to bring a claim at any time in law or equity.

4.5 Release of Security. Subject to Section 4.3, the County shall release the Post-Construction Security within three business days after the earliest to occur of the following (i) 30 calendar days after the County receives a Post-Construction Repair Notice (or the applicable time period after delivery of the Post-Construction Repair Notice set forth in Section 4.2(b)), provided it has not delivered a Punchlist to NEMO, (ii) the date on which the Neutral Engineer delivers its findings that the road repairs are sufficient, and (iii) the date on which the County approves the road repairs performed by NEMO by executing the final Notice of Acceptance.

4.6 County Inspection Expense. In the event the County engages an outside engineer to review the Inspection Report, review the Transmission Plans, inspect the Designated Roads upon receipt of each Notice of Acceptance, or to assist with compliance and enforcement of this Agreement generally, provided such engineer is reasonably acceptable to NEMO, NEMO shall reimburse the County for the reasonable costs and expenses incurred by such engineer not to exceed an aggregate of $75,000 ("**Engineer Expense**"). The County or its engineer may submit invoices to NEMO periodically as such costs are incurred for reimbursement and NEMO shall pay each invoice submitted within 30 calendar days after submittal. In addition to the Engineer Expense, NEMO shall make the following one-time payments to the County as compensation for the time and cost of administering and performing under this Agreement as follows:

(i) $25,000 within 15 calendar days after the County provides the Inspection Approval and Transmission Approval to NEMO;

(ii) $25,000 on the first date NEMO provides the first Post-Construction Repair Notice; and

(iii) $25,000 within 15 calendar days after the County releases the Post-Construction Repair Security and Landowner Complaint Security.

4.7 Maintenance During Operations. The County shall be responsible for ongoing maintenance and repair of the Designated Roads after issuance of the Notice of Acceptance; *provided, however*, in the event NEMO must perform extensive repairs to the Project or respond to an extraordinary event that requires overweight and oversize vehicles to make multiple, successive deliveries of parts and equipment and such deliveries cause damage to the roads in the Project Area, NEMO shall promptly repair such damage to return the Designated Roads to the condition they were in prior to the damage caused by the repairs to the Project or extraordinary event, in accordance with the Construction Standards. NEMO shall provide written notice to the County as soon as reasonably practical, but in all cases on or before the date that NEMO submits its application for overweight and oversize vehicles to MoDOT prior to commencement of a Load Event. The notice shall include a reasonable estimate and assessment of the damage scenario to the Designated Roads for the Load Event ("**Damage Scenario**"). NEMO shall provide written notice to the County after completion of the Load Event stating that either (i) no damage was caused to the Designated Roads as a result of the Load Event, or (ii) damage was caused to the Designated Roads as a result of the Load Event and it has been repaired to the condition of the Designated Road prior to the Load Event ("**Completion Notice**"). The County may, within

thirty (30) calendar days following receipt of a Completion Notice, dispute the road repairs in accordance with the procedures set forth in Section 4.2.

Section 5. County Obligations

5.1 County Obligations. In addition to the obligations of the County included in other sections of this Agreement, the County shall have the following obligations:

(a) Within 30 days following the Effective Date of this Agreement, the County shall designate a representative with authority to represent the County, and provide notice and contact information (including telephone number and email address) for such representative to NEMO.

(b) Perform routine and regular maintenance of the Designated Roads prior to, during, and after construction of the Project, including: grading, snow removal, routine signage, and regularly scheduled maintenance and repair in the County's sole discretion; *provided, that*, the County coordinates with NEMO and its contractors prior to undertaking any such activities during construction and *provided, further, that*, if the County's failure to perform any such activities causes or is reasonably likely to cause, in NEMO's reasonable discretion, a delay in the construction schedule, then NEMO shall have the option to perform such activities on behalf of County after 72 hours' notice to County.

(c) Timely review the materials and plans provided by NEMO, including the Inspection Report (in accordance with the obligations in Section 2.2), Road Improvement Plans, Traffic Map, Transmission Plans, and Post-Construction Survey (collectively, "**Plans**") and promptly communicate any comments or concerns regarding such Plans to NEMO.

(d) Reasonably assist NEMO in identifying and contacting utilities, school officials, and other local officials who will be impacted by construction of the Project.

(e) Meet with NEMO and NEMO Parties as may be reasonably necessary prior to and during construction to coordinate delivery routes, traffic impacts and other issues related to the construction that may arise.

(f) At the request of NEMO, execute and deliver an easement agreement reasonably acceptable to the County granting NEMO an easement for placement and maintenance of collector and transmission lines subject to the Transmission Approval in Section 2.5. NEMO shall be responsible for having the location of the collector and transmission lines surveyed for incorporation in an easement agreement. If applicable, easements shall be granted for 100 feet in width during construction, and reduced to 30 feet (15 feet on either side of the as-built centerline), or other mutually agreeable width as documented in the applicable easement agreement, after construction in the locations shown on the Transmission Plans subject to the Transmission Approval.

(g) Provide any documentation, maps, surveys, and engineering plans for existing culverts, drainage, road improvements, and utility installations to NEMO that the County may have in its possession. Nothing in the preceding sentence shall be construed to obligate the County to provide any drawings or documentation that it does not currently possess.

Section 6. Indemnification and Insurance

6.1 Indemnification by NEMO. NEMO hereby agrees to indemnify, defend and hold harmless the County and its respective officers, employees, elected or appointed officials, and their respective successors and assigns ("**County Indemnitees**") from any and all loss or damage, claims, demands, liability, fines, penalties, liens, actions, causes of action, and suits ("**Damages**") against the County asserted by a third-party by reason of bodily injuries, death, or material damage to tangible property including, without limitation, claims for attorneys' fees, professional fees, court costs, expenses, and disbursements to the extent directly or indirectly arising out of the (i) negligence, willful or intentional conduct of NEMO or any of its employees, agents, contractors or subcontractors in the construction and operation of the Project; and (ii) NEMO's failure to comply with any applicable law, rule, regulation or permit; and (iii) NEMO's construction or work relating to the Road Improvement Plans, installation or maintenance of collection and transmission lines, performance of work during construction, performance of obligations under Sections 4.1 (entitled Post-Construction Designated Road Repair) and 4.7 (entitled Maintenance During Operations) of this Agreement, and use of any easement granted pursuant to this Agreement; and (iv) NEMO's breach of any of its obligations under this Agreement. This indemnity shall not apply to any Damages to the extent caused by the County's breach of this Agreement, the County's failure to comply with any applicable law, rule, regulation, or permit; or the negligence, willful or intentional misconduct of the County Indemnitees.

6.2 Defense of Claim. NEMO shall, at its own cost and expense, defend or settle any claim which may be asserted or commenced against any County Indemnitees and covered by the indemnification in Section 6.1 and shall pay and satisfy (a) all judgments which may be rendered in any such claim, subject to County's sovereign, governmental, and official immunity; and (b) all related costs and expenses, including reasonable attorneys' fees, professional fees, court cost expenses and disbursements, and shall keep any and all County roads and property free and unencumbered of any charge or lien arising in connection with any such judgment or claim. NEMO may settle any claims or disputes that may be asserted or commenced against any County Indemnitees and covered by the indemnification in Section 6.1 so long as: (i) the sole relief provided by such settlement is monetary damages that are fully paid or caused to be paid by NEMO, and (ii) such settlement does not include any admission of guilt or culpability by the County.

6.3 Limitation of Liability. Under no circumstances shall either Party be responsible for any incidental, special consequential, punitive, or exemplary damages in connection with this Agreement. Notwithstanding anything to the contrary, each Party will be responsible, to the extent permitted by law, for injuries occurring to or damages suffered by their respective employees or for worker's compensation claims filed by their own employees.

6.4 Required Insurance. NEMO shall obtain and maintain in force policies of insurance covering the Project Facilities and NEMO's activities, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to the Commercial Operation Date and three million dollars, for the period commencing on the Commercial Operation Date. Such requirements may be satisfied through any combination of primary and excess policies. NEMO agrees to furnish to County, upon request, certificates of insurance showing that NEMO is carrying policies set forth in this Section 6.4. Underwriters of the insurance policies required by this Agreement shall be authorized to sell property and casualty insurance in Missouri and rated by A.M. Best Company to be A Excellent Class X or better.

Section 7. Costs and Expenses

7.1 Road Improvements and Repairs. NEMO shall be solely responsible for the costs and expenses associated with the pre-construction road improvements, its obligations during construction, and any Post-Construction Repairs required by this Agreement. Further, NEMO shall be solely responsible for the cost and expenses associated with work performed by the Project Engineer, including all design, engineering plans, and inspections.

7.2 Emergency Repairs. NEMO shall take action to repair and remediate any damage caused by NEMO to make the Designated Roads safe for the motoring public within a reasonable time and, in any event, within 72 hours of such damage, unless an immediate hazard exists, in which case NEMO shall repair as soon as reasonably practical. If repairs as required by this section are not performed by NEMO within the specified time frame and following notice from the County, the County may perform (or cause to be performed) such work and NEMO shall reimburse the County for the reasonable costs of such emergency repair work. Additionally, prior to Construction Start, NEMO shall pay to the County a nonrefundable payment of $25,000, which may be used by the County to immediately cover expenses related to emergency repairs or mitigation actions taken by the County in accordance with this Section 7.2.

Section 8. Dispute Resolution

8.1 Technical Dispute. If there is a dispute over any work performed under this Agreement, including the scope or accuracy of the Inspection Report, or the sufficiency of the Post-Construction Repairs performed by NEMO or the NEMO Parties, then the Parties shall make a good faith effort to resolve the dispute through negotiation. If negotiation efforts are unsuccessful or upon written demand by either Party, the Parties shall, within 21 calendar days select an independent civil engineering firm that regularly practices and has experience in roadway construction and design standards in Missouri and is mutually acceptable to both Parties ("**Neutral Engineer**"). The Parties and the Neutral Engineer shall promptly agree to procedures for submitting information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within 30 calendar days after engagement by the Parties and issue a non-binding written report of its findings. NEMO shall pay the reasonable fees of the Neutral Engineer in performing its review and inspection. If the Parties are unable to resolve the dispute using the procedures in Section 8, either Party may initiate litigation in the [Circuit Court of Knox County, Missouri]. Nothing in this Section 8.1 shall be construed as a waiver by either Party of its right to bring a claim against the other Party in law or in equity.

Section 9. Annual Maintenance

9.1 Beginning on a date that is one year after the Commercial Operation Date, and annually thereafter until the date on which the Project is no longer operational (for purposes of this provision, the Project will be considered operational until the Project is decommissioned in accordance with the Development Agreement), NEMO shall pay the County the greater of (i) the cost of 3,000 tons of 1 ¼ inch MGS aggregate, and (ii) $61,200 ("**Maintenance Payment**"). The Maintenance Payment shall increase on an annual basis by 2% each year beginning on the date that is two years after the Commercial Operation Date. "**Commercial Operation Date**" means the date on which the Project begins delivering energy to the utility grid and selling energy in commercial quantities (this does not include the incidental sale of test energy that may occur prior to full commercial operations) documented by a confirmation from the interconnecting utility.

Section 10. Miscellaneous

10.1 Compliance with Law. The Parties agree that they will comply with all applicable laws in carrying out their respective obligations under this Agreement.

10.2 Cooperation. The Parties agree to communicate and cooperate in good faith regarding the safe implementation of the Project and to work together to ensure the successful completion of the Project. The County agrees to reasonably cooperate with requests of NEMO's lenders and investors in connection with financing of the Project, including by executing estoppel certificates as may be required by lenders or investors from time to time.

10.3 Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for a breach or threatened breach of this Agreement. Each of the Parties covenant and agree that in the event of a default of any of the terms, provisions or conditions of this Agreement by any Party ("**Defaulting Party**"), which default is not caused by the Party seeking to enforce such provisions ("**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement.

10.4 Due Authorization. The Parties represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation against the Parties. No consent or authorization of any other person or governmental authority is required to make this Agreement effective

10.5 Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected.

10.6 Amendments. This Agreement constitutes the entire agreement and understanding of the Parties. No waiver, modification or amendment to this Agreement is effective unless made in writing and duly executed by the Parties. Waiver by either Party of any breach or failure to comply with any provision or term of this Agreement by the other Party shall not be construed as, or constitute a waiver of, any other provision.

10.7 Notices. All notices shall be in writing and sent to the Parties at their respective addresses set forth below by certified mail, or to such other address as either Party shall designate in writing to the other Party at any time.

County: Knox County Commission
c/o Knox County Clerk
107 N 4th Street
Edina, MO 63537-1470

NEMO: Northeast Missouri Wind, LLC
c/o Cordelio Power
65 Queen Street W #605
Toronto, ON M5H 2M5
Canada

10.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one agreement.

10.9 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without respect for any conflict of laws provisions. In the event of litigation, NEMO and the County hereby agree to waive any right to trial by jury.

10.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

10.11 Termination. NEMO shall have the right to terminate this Agreement by (i) repairing any damage to Designated Roads and drainage infrastructure caused by NEMO's activities in accordance with the Construction Standards, and (ii) providing 30 days' prior written notice to the County. NEMO shall not terminate this Agreement, absent consent by the County, when operation and construction of the Project are still ongoing.

[signatures follow]

IN WITNESS WHEREOF, the Parties have caused this Road Maintenance Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Knox County, Missouri

By: _____

Name: Evan Glasgow

Title: Presiding Commissioner

STATE OF MISSOURI §
§
COUNTY OF Knox §

On this 24th day of October in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared Evan Glasgow, Presiding Commissioner of the County Commission of Knox County, Missouri, known to me to be the person who executed the within Road Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

MARLENE E. SPORY
Notary Public - Notary Seal
STATE OF MISSOURI
Knox County
My Commission Expires: 11-08-2023
Commission # 11256037

Marlene E. Spory

Printed Notary Name Marlene E. Spory

My Commission Expires: 11-08-2023

IN WITNESS WHEREOF, the Parties have caused this Road Maintenance Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Knox County, Missouri

By: _____

Name: Ron Leckbee

Title: Eastern District Commissioner

STATE OF MISSOURI §
§
COUNTY OF Knox §

On this 24th day of October in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared Ron Leckbee, Eastern District Commissioner of the County Commission of Knox County Missouri, known to me to be the person who executed the within Road Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

MARLENE E. SPORY
Notary Public - Notary Seal
STATE OF MISSOURI
Knox County
My Commission Expires: 11-08-2023
Commission # 11256037

_____

Printed Notary Name Marlene E. Spory

My Commission Expires: 11-08-2023

IN WITNESS WHEREOF, the Parties have caused this Road Maintenance Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Knox County, Missouri

By: Luther Green

Name: LUTHER GREEN

Title: Western District Commissioner

STATE OF MISSOURI §
§
COUNTY OF Knox §

On this 24th day of October in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared Luther Green, Western District Commissioner of the County Commission of Knox County, Missouri, known to me to be the person who executed the within Road Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Marlene E. Spory

MARLENE E. SPORY
Notary Public - Notary Seal
STATE OF MISSOURI
Knox County
My Commission Expires: 11-08-2023
Commission # 11256037

Printed Notary Name Marlene E. Spory

My Commission Expires: 11-08-2023

IN WITNESS WHEREOF, the Parties have caused this Road Maintenance Agreement to be executed as of the Effective Date.

NEMO:

Northeast Missouri Wind, LLC
a Delaware limited liability company

By: _____

Name: Paul Rapp

Title: COO

~~STATE OF~~ Province of British Columbia §
§
~~COUNTY OF~~ City of Vancouver §

On this 13 day of October in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared Paul Rapp, COO of Northeast Missouri Wind, LLC, a Delaware limited liability company, known to me to be the person who executed the within Road Maintenance Agreement and acknowledged to me that he executed the same for the purposes therein stated.

_____

Printed Notary Name GERRY LI
NOTARY PUBLIC IN AND FOR
THE PROVINCE OF BRITISH COLUMBIA
MY COMMISSION IS UNLIMITED AS TO TIME

My Commission Expires: _____

Exhibit A

Project Area

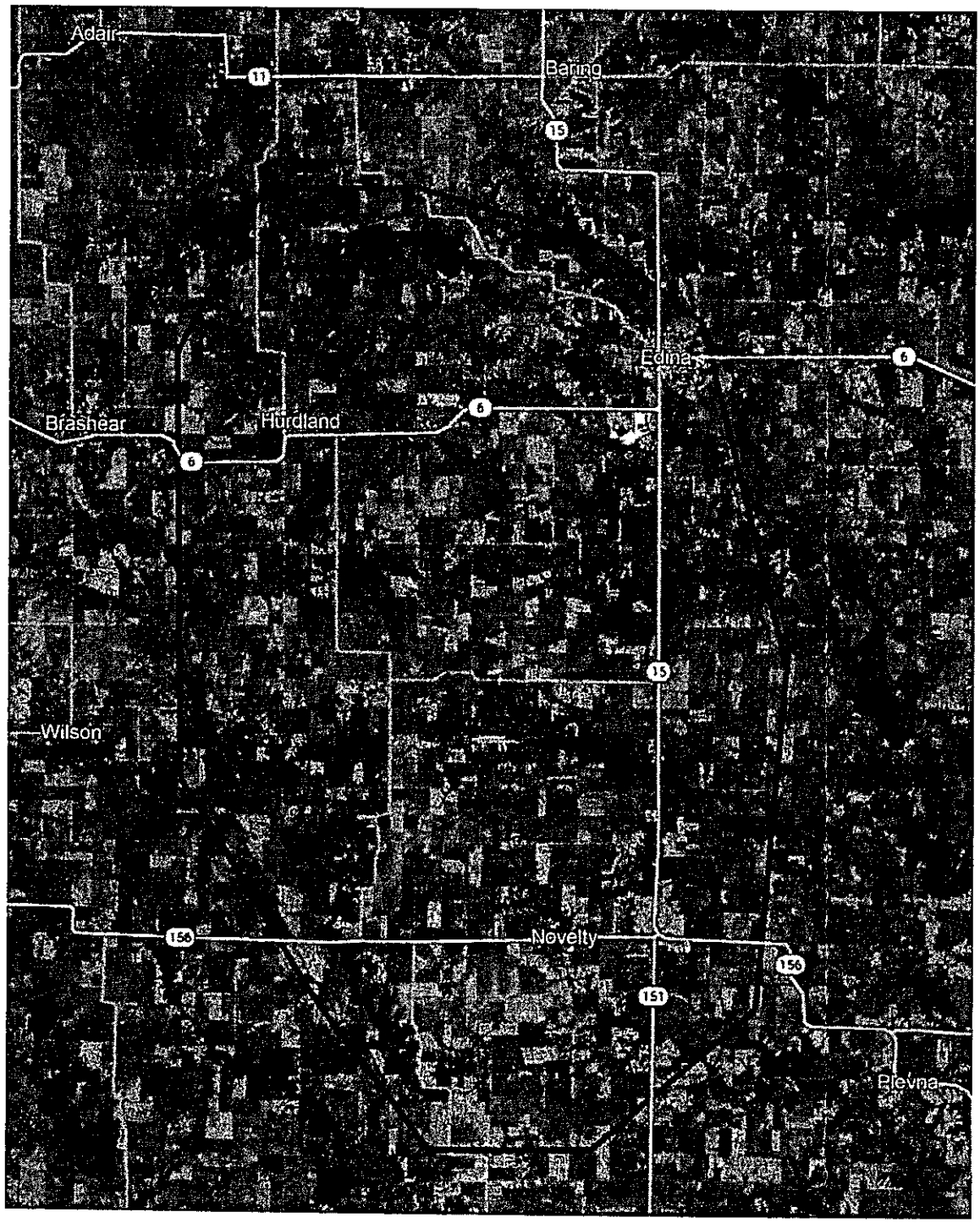

Exhibit B

Traffic Map

(to be provided at least 45 days prior to Construction Start)

Exhibit C

Construction Standards

1. **Road Specifications**.

Ditches:	At least 12 inches deep from the shoulder of road
Backslope:	A minimum of 3 to 1 (H:V)
Inslope:	A minimum of 3 to 1 (H:V)
Crown:	A minimum of 3" inches or 2% crown based on road width
Width of roadbed:	At least [18 feet] from outside shoulder to outside shoulder
Type of surfacing:	MoDOT Class 5 Aggregate. See MoDOT Specification Section 1007.3 for additional information and requirements:

TABLE 1: ROAD AGGREGATE GRADATION – TYPE 5 CRUSHED AGGREGATE	
SIEVE SIZE	PERCENT PASSING
1"	(100)
1/2"	(60–90)
#4	(35–60)
#30	(10–35)
#200	(0–15)

Drainage Structures: All culverts will be [HDPE HP Tubes][1]. Culvert size will match pre-construction size for cross road culverts that require replacement. For new entrance culverts, a minimum size of 15" will be used if such size will maintain existing drainage and topographical conditions are such that a 15" culvert is feasible. Smaller culverts may be used where a smaller culvert is feasible and topographical conditions prevent the use of a 15" culvert .

2. **Underground Lines**. Any Cables that NEMO places under County roads shall:

(a) be bored on participating landowner property beginning at a location at least 10 feet from the outer edge of the applicable road right-of-way;

(b) be placed to a depth of at least four feet deeper than the deepest area of the adjacent ditch;

[1] NTD: To be confirmed with engineering.

(c) be located within 100 feet of the area identified for crossing and set forth on the collector line easement provided in accordance with Section 5.1(g); and

(d) shall be marked with a permanent marker or stake of a type recommended by NEMO's surveyor at the edge of the County road rights-of-way to identify the as-built location of any underground Cables crossing the County road right-of-way.

3. Road Stabilization. NEMO may adjust crest or sag curves of the Designated Roads, which increases visibility and elevation variability for component deliveries and increases visibility for motorists driving on the road by reducing the aggressiveness of the curves. If NEMO changes the base of a road or shaves a hill as part of construction, the following shall apply:

(a) A 6% cement stabilized soil mixture to a depth of 12 inches will be installed on the affected areas;

(b) The slope of adjacent shoulders to any shaved hill portion of the road right-of-way shall be graded with a maximum slope of 3:1; and

(c) Affected ditches and shoulders shall be seeded in accordance with the stormwater pollution prevention plan to be filed with Missouri Department of Natural Resources for the Project.

4. Junction Boxes. Any junction boxes installed by NEMO shall be outside the County right-of-way and at least 10 feet from the outer edge of such right-of-way, unless explicitly approved by the County on a case-by-case basis.