ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this "**Agreement**") is made on this ____ day of June, 2023 (the "**Effective Date**"), by and between Huckleberry Line Solar Project, LLC ("**Owner**"), and Miami County, Indiana (the "**County**"), acting through the Board of Commissioners of the County (the "**Commissioners**").

RECITALS

WHEREAS, Owner plans to develop a solar energy generation and energy storage facility in Perry, Union, and Richland Townships in Miami County, Indiana (the "**County**"), on land which the Council has designated as an "economic revitalization area" ("**ERA**") as is more particularly depicted on Exhibit A hereto (the land on Exhibit A is also referred to herein as the "**Real Estate**") and in the course of doing so Owner intends to develop and construct upon the Real Estate certain improvements and/or facilities as part of the solar energy generation facility, which will consist of approximately 301.5 megawatts alternating current ("**MWac**") of new nameplate capacity ("**Phase I**") (with possible battery storage of approximately 75 MWac of storage capacity ("**Phase II**")) for a possible total of approximately 376.5 MWac (collectively, the "**Project**"); and

WHEREAS, Owner has requested cooperation and assistance from the County with respect to the Project as described herein; and

WHEREAS, the County desires to foster economic development growth of the tax base and the creation of new jobs on the Real Estate, which is currently being used primarily for agricultural purposes, and throughout the County; and

WHEREAS, the County, having determined that the Project will have a positive effect on economic development within and otherwise benefit the County, desires to support the Project;

WHEREAS, the County and Owner also recognize and commit to abide by applicable law that may pertain to the Project, including but not limited to, statutory requirements related to conflict of interest, particularly IC 35-44.1-1-1; and

WHEREAS, a substantial portion of the improvements and/or facilities to be constructed upon the Real Estate will likely be classified, regulated, assessed and taxed as Indiana utility distributable property under, *inter alia*, Ind. Code § 6-1.1-8-1 et seq.; and

WHEREAS, the County desires to improve the financial condition of the County; and

WHEREAS, the Miami County Council (the "Council") has been advised that Owner intends (a) to proceed with the Project as part of a redevelopment and/or rehabilitation within the ERA under Ind. Code § 6-1.1-12.1, including real property redevelopment and/or rehabilitation and the installation of new manufacturing/utility distributable equipment upon the Real Estate, and (b) to apply for ERA-based assessed value deduction(s) with an abatement based on the Schedule

(as defined below) and as determined by the Council as the Designating Body under Ind. Code § 6-1.1-12.1-17 (collectively, the "**Abatement**") in connection with the Project; and

WHEREAS, in furtherance thereof, Owner timely filed with the Council Forms SB-1/UD, *Statement of Benefits-Utility Distributable Property*, true and correct copies of which are attached hereto as Exhibits B-1 and B-2 (the "**Phase I Statement of Benefits**" and "**Phase II Statement of Benefits**", respectively; and, together, the "**Statements of Benefits**"), in connection with the Project; and

WHEREAS, the Council had taken certain preliminary steps as required by law to consider Owner's request for the Abatement and the Council intended that the provisions of this Agreement serve as reasonable conditions upon its approval of the Abatement under Ind. Code § 6-1.1-12.1-2(i)(6); and

WHEREAS, the ERA and Abatement were preliminarily approved by the Council on September 13, 2022, and a final hearing before the Council was properly advertised and held on October 18, 2022, with the confirmatory resolution being adopted on the same date (the "**Confirmatory Tax Abatement Resolution**"); and

WHEREAS, in consideration for the assistance provided by the County and the anticipated restriction of certain other potential new commercial development and employment in portions of the Real Estate, as a consequence of the Project, the County desires that Owner make certain economic development payments pursuant to the terms of this Agreement; and

WHEREAS, the parties mutually desire to reach an agreement to (i) promote the viability of constructing, equipping and operating, the Project in the County by Owner, and (ii) provide adequate funding for economic development in connection with the same; and

WHEREAS, the County have determined that the completion of the Project under the terms set forth in this Agreement is in the best interest of the citizens of the County.

NOW, THEREFORE, in consideration of their mutual covenants, agreements, inducements and obligations under this Agreement and otherwise, and for all other valuable consideration, which has been given or will be given hereunder, the receipt and sufficiency of which are both hereby acknowledged by the parties, Owner and the County agree as follows:

1. Schedule; Payment by Owner.

(a) Owner estimates the start date of the Phase I construction as December 31, 2024 and the completion date of the Phase I construction as December 31, 2025; provided, however, the County acknowledge that these dates may change without amendment to this Agreement so long as Owner commences construction of Phase I no later than December 31, 2027 and then completes construction no later than December 31, 2028, as provided in the Phase I Statement of Benefits. Owner further estimates the start date of the Phase II construction as December 31, 2025 and the completion date of the Phase II construction as December 31, 2026; provided, however, the County acknowledges that these dates may change without amendment to

this Agreement so long as Owner commences construction of Phase II no later than December 31, 2028 and then completes construction no later than December 31, 2029, as provided in the Phase II Statement of Benefits.

(b) In consideration of Owner's substantial investment in the County as set forth in the Statements of Benefits, the Council has approved a ten (10) year, eighty-five percent (85%) abatement schedule with respect to the total assessed value of the personal property, utility distributable property, and real property improvements, for each of Phase I and Phase II of the Project, as estimated in the Statements of Benefits and as further set forth in the Confirmatory Tax Abatement Resolution (collectively, the "**Schedule**"). Subject to the terms and conditions of this Agreement, with respect to Phase I only, Owner hereby agrees to make or cause to be made, by agreement or otherwise, to the County pursuant to Section 4 herein, economic development payments in the amounts set forth in Section 1(c) below (individually, a "**Phase I Payment**" and, collectively, the "**Phase I Payments**"). Subject to the terms and conditions of this Agreement, with respect to Phase II only, Owner hereby agrees to make or cause to be made, by agreement or otherwise, to the County pursuant to Section 4 herein, economic development payments in the amounts set forth in Section 1(d) below (individually, a "**Phase II Payment**" and, collectively, the "**Phase II Payments**"; and collectively with the Phase I Payments, the "**EDA Payments**"). Notwithstanding any other provision of this Agreement, the County acknowledges that Owner has no obligation to build Phase I or Phase II of the Project; provided however, if Owner commences construction of Phase I or Phase II Project, Owner shall still make, or cause to be made, the First Phase I Payment and/or the First Phase II Payment, as applicable, as described in Section 1(c) and Section 1(d) immediately below.

(c) Subject to the terms and conditions of this Agreement, with respect to Phase I only, the aggregate amount of the Phase I Payments shall be equal to Thirteen Million Six Hundred Forty-Four Thousand Dollars ($13,644,000) payable in five (5) installments in the amounts set forth in the following table:

Phase I Payments	Amount
First Phase I Payment	$1,000,000.00
Second Phase I Payment	$3,161,000.00
Third Phase I Payment	$3,161,000.00
Fourth Phase I Payment	$3,161,000.00
Fifth Phase I Payment	$3,161,000.00

In the event that the installed nameplate capacity of Phase I, as of the Phase I commercial operation date (the "**Phase I COD**"), is greater than 301.5 MWac, the aggregate amount of the Phase I Payments shall be increased by an amount equal to Forty-Five Thousand Two Hundred Fifty-Three and 73/100 Dollars ($45,253.73) for each MWac of installed nameplate capacity of Phase I in excess of 301.5 MWac, but only adjusted to account for full MWac increments, with such additional aggregate amount payable in four (4) equal installments at the same time as each of the second through fifth Phase I Payments are made.

The first Phase I Payment shall be made no later than sixty (60) days after the Construction Commencement Date (as defined below) for Phase I. The second Phase I Payment shall be made

by the later of (i) the one-year anniversary of the first Phase I Payment, and (ii) the date that is sixty (60) days after the Phase I COD. The subsequent three (3) annual Phase I Payments shall be made over the following three (3) years, each no later than the one-year anniversary of the immediately prior Phase I Payment installment. However, notwithstanding any other provision of this Agreement, if Owner commences construction and accordingly does not achieve the Phase I COD, then (x) Owner shall still make, or cause to be made, the first Phase I Payment only, (y) Owner shall decommission the constructed portion of Phase I pursuant to the terms of the Decommissioning Agreement (as defined below), and (z) Owner shall repair any damage to the County roads pursuant to the Road Use Agreement (as defined below). For purposes of this Agreement, the "**Phase I COD**" shall be the date that Phase I is commercially delivering electricity to the electric grid (not including test energy). For purposes of this Section 1(c) and Section 1(d) below, the "**Construction Commencement Date**" shall mean the date that Owner begins any construction activity, for the applicable Phase I or Phase II, on the Real Estate that requires a building permit issued by the County.

(d) Subject to the terms and conditions of this Agreement, with respect to Phase II only, the aggregate amount of the Phase II Payments shall be equal to Three Million Four Hundred Eighty-Eight Thousand Dollars ($3,488,000) payable in five (5) installments in the amounts set forth in the following table:

Phase II Payments	Amount
First Phase II Payment	$500,000.00
Second Phase II Payment	$747,000.00
Third Phase II Payment	$747,000.00
Fourth Phase II Payment	$747,000.00
Fifth Phase II Payment	$747,000.00

In the event that the installed nameplate capacity of Phase II, as of the Phase II commercial operation date (the "**Phase II COD**"), is greater than 75 MWac, the aggregate amount of the Phase II Payments shall be increased by an amount equal to Forty-Six Thousand Five Hundred Six and 67/100 Dollars ($46,506.67) for each MWac of installed nameplate capacity of Phase II in excess of 75 MWac, but only adjusted to account for full MWac increments, with such additional aggregate amount payable in four (4) equal installments at the same time as each of the second through fifth Phase II Payments are made.

The first Phase II Payment shall be made no later than sixty (60) days after the Construction Commencement Date for Phase II. The second Phase II Payment shall be made by the later of (i) the one-year anniversary of the first Phase II Payment, and (ii) the date that is sixty (60) days after the Phase II COD. The subsequent three (3) annual Phase II Payments shall be made over the following three (3) years, each no later than the one-year anniversary of the immediately prior Phase II Payment installment. However, notwithstanding any other provision of this Agreement, if Owner commences construction and accordingly does not achieve the Phase II COD, then (x) Owner shall still make, or cause to be made, the first Phase II Payment only, (y) Owner shall decommission the constructed portion of Phase II pursuant to the terms of the Decommissioning Agreement, and (z) Owner shall repair any damage to the County roads pursuant to the Road Use

Agreement. For purposes of this Agreement, the "**Phase II COD**" shall be the date that Phase II is commercially delivering electricity to the electric grid (not including test energy).

(e) The EDA Payments are to be made for the purpose of raising revenue to be used for public or governmental purposes in the County, in recognition of the possible restriction of other new commercial development and employment in portions of the ERA. The EDA Payments shall constitute a contribution by Owner to the furtherance of other economic development in the County, and the EDA Payments shall be used by the County or its recipient to improve the quality of life in the County, and thereby foster economic development in the County, all in accordance with Indiana law. The EDA Payments shall not constitute a payment in lieu of any tax, charge, or fee of the County or any other taxing unit and shall be separate from and *in addition to* the following, as they may become due and payable in the ordinary course: (i) any other payments required to be made pursuant to this Agreement, (ii) any regular installments of locally-assessed real, personal and/or state-assessed utility distributable property taxes (as the case may be), subject to the Schedule (as may be revised, amended, or supplemented pursuant to this Agreement), and (iii) any regular installments of locally-assessed real property taxes for the Real Estate.

(f) The parties acknowledge that the State of Indiana recently enacted amendments to Ind. Code 6-1.1-8-2 and Ind. Code 6-1.1-8-24 and passed into law Ind. Code 6-1.1-8-24.5 (collectively, the "**Assessment Statute**") related to the assessment of land underlying solar energy projects. The Real Estate's current classification for assessment purposes is primarily agricultural. After the completion of Project construction, the Real Estate will be partially classified as commercial or industrial utility, subject to the "solar land base rate" for the "north region" (as such terms are now defined in the Assessment Statute or pursuant to any future amendments made to the Assessment Statute or other new statute or regulation providing for the assessment of land underlying solar development projects), as the County Assessor deems appropriate pursuant to any legislation enacted by the Indiana General Assembly and the Governor of Indiana and/or any guidance from the DLGF, the Indiana State Board of Accounts, or any other agency of the Indiana state government pertaining to the interpretation or enforcement of the Indiana Code as it pertains to solar-energy–producing properties.

(g) Any EDA Payments and the performance of Owner's other obligations under this Agreement shall be guaranteed by Savion, LLC as set forth in the Guaranty attached as Exhibit E to this Agreement (the "**Guaranty**"), and the Guarantor (as defined in the Guaranty) shall pay any reasonable attorneys' fees incurred by the County to enforce such Guaranty. The Guaranty shall be executed and delivered by Guarantor (as defined in the Guaranty) to the County no later than ninety (90) days prior to the Construction Commencement Date.

2. Actions by the County. The County hereby covenants to use the EDA Payments received from Owner for proper governmental purposes and in accordance with Indiana law. The County hereby agrees, subject to the terms and conditions contained herein, to express publicly their support for the construction, equipping and operation of the Project by Owner within the County.

3. Payments in Lieu of Taxes ("PILOT"). In addition to the EDA Payments, the County is entering into this Agreement in reliance upon the property taxes to be paid by Owner to the local taxing units located in the County (including the County, each a "**Taxing Unit**"), if the Project is built (although Owner is under no obligation to build the Project, or any part thereof), as a result of the investment by Owner in the Project (which property taxes shall not include the value of any taxes abated as a result of an approved Abatement pursuant to Section 1 hereof). In the event of any Change in Law (as hereinafter defined), Owner shall pay to each Taxing Unit an annual amount (such payment, a "**PILOT**"), for each year beginning as of the effective date of such Change in Law, and continuing through and including, but not after, the due date(s) for installments of taxes payable for each year of the Project's life until decommissioning has occurred. The annual PILOT shall be paid in semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year). "**Change in Law**" shall mean a change in the local, state or federal laws, rules, or regulations (including, by way of example, local income taxes) which makes all or any portion of Owner's property exempt from taxation by the Taxing Units, alters any applicable depreciation and real or personal property assessment rules or regulation, or, in the case of local income taxes, lowers Owner's property tax payments. The amount of each annual PILOT shall be determined as follows: (a) the amount of property taxes that Owner would have paid during such year to the Taxing Units had the Change in Law not taken effect, based on the then current property tax rate and the finally-determined assessed value of Owner's property for that assessment year (without taking into any account any approved Abatement), less (b) any approved Abatement (without any effect of the Change in Law), less (c) the amount of other new tax revenue paid by Owner and received by the Taxing Unit(s) from Owner as a result of the Change in Law, which other new tax revenue may be collected locally or at the State level and distributed to the Taxing Unit(s) (e.g., a production tax, a license tax based on gross revenue, etc. that is imposed and distributed to the Taxing Unit). Notwithstanding any other provision of this Section, in no event shall the PILOT payments be greater than what would have been due and owing absent a Change in Law.

4. Manner of Payment. Each of the EDA Payments, if and when due and payable as provided in Section 1 hereof, shall be made payable to the Miami County Treasurer, or such other entity or entities which the County may lawfully designate to Owner in writing by resolution prior to the due date of such payment. Once an EDA Payment is made in full by Owner, Owner shall not be responsible in any way for the disposition of such funds and the County shall, to the extent permitted by law, indemnify, defend and hold harmless Owner and its AFFILIATES from all LIABILITIES related to or arising in connection with such disposition.

5. Assessed Value.

(a) In addition to the EDA Payments, if and when due and payable pursuant to Section 1 hereof, the County is entering into this Agreement in reliance upon the property taxes to be paid by Owner to the Taxing Units as a result of the investment by Owner in the Project, which property taxes shall not include the value of any taxes abated as a result of the approved Abatement as described in Section 1 hereof. If Phase I and/or Phase II of the Project reaches its COD, the actual assessed value of all utility distributable property of Owner located in the County (prior to adjusting for the approved Abatement) (the "**Actual Assessed Value**") in each year as of January 1, commencing with the year immediately following the year of the Project's COD through and

including the nineteenth (19th) year thereafter (*i.e.*, twenty (20) years in total) so long as the Project is operational, shall be not less than the greater of (i) the 30% Floor (as defined in Section 8 below), and (ii) Eighty-Five Million Five Hundred Thousand Dollars ($85,500,000) if only Phase I reaches its COD, Twenty-One Million Three Hundred Seventy-Five Thousand Dollars ($21,375,000) if only Phase II reaches its COD, or One Hundred Six Million Eight Hundred Seventy-Five Thousand Dollars ($106,875,000) if both Phase I and Phase II reach their COD (the "**Minimum Assessed Value**"); provided, however, upon a decommissioning of the Project, the Minimum Assessed Value for each year thereafter shall automatically be Zero Dollars ($0) and Owner shall not owe any PILOT payments as described in Section 5(c) below for assessment years after the year of decommissioning.

(b) In any year when the Actual Assessed Value is less than the Minimum Assessed Value, a PILOT payment will be assessed. The amount of each annual PILOT payment payable under this Section 5 shall be determined as follows: (i) the amount of property taxes that Owner would have paid during such year to the Taxing Units had the Actual Assessed Value been equal to the Minimum Assessed Value, based on the then current property tax rate (taking into account the approved Abatement), less (ii) the amount of property taxes paid by Owner and received during such year by the Taxing Units based on the Actual Assessed Value (taking into account the approved Abatement).

(c) Within thirty (30) days after the Miami County Assessor receives the Project's certified distributable property assessment from the DLGF, the Miami County Auditor will notify Owner if the Actual Assessed Value is less than the Minimum Assessed Value. In such event, the Auditor will send to Owner a detailed statement outlining the amount the Actual Assessed Value is less than the Minimum Assessed Value, the current tax rate for the applicable tax district(s), and identify the PILOT amount due. The PILOT payments payable under this Section 5 will be due to the County Treasurer as semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year, following the year when the Actual Assessed Value was below the Minimum Assessed Value).

(d) If the land on which the Project is located has two or more different applicable tax rates associated with two or more different taxing districts, any difference between the Actual Assessed Value and the Minimum Assessed Value will be equally divided among each taxing district and its corresponding tax rate.

6. Further Cooperation. The County shall fully cooperate with Owner, and take all reasonable actions as contemplated by this Agreement, to the extent permitted by law, and at Owner's sole expense, to enable Owner to construct, equip and operate the Project and claim and maintain the Abatement in accordance with the provisions of this Agreement. To the extent the commitments made hereunder by the County require further resolutions or public hearings under existing law, then upon request by Owner, the County shall promptly conduct such proceedings.

7. Statements of Benefits. To the extent any of the improvements and/or facilities to be constructed as a part of the Project are ultimately classified, regulated, assessed and/or taxed as locally-assessed real or business personal property, Owner shall be deemed under Ind. Code § 6-

1.1-12.1-11.3 and/or 50 IAC 10-4-1 to have filed its Statement of Benefits Form(s) in a manner consistent with the claiming of a deduction for new manufacturing equipment under Ind. Code § 6-1.1-12.1-4.5, and/or for the redevelopment or rehabilitation of real property under Ind. Code § 6-1.1-12.1-3 in the manner required for such real property and/or business personal property, as the case may be. In the event that this provision becomes applicable, Owner and the County shall work together to implement this provision, including preparing all necessary paperwork and obtaining necessary approvals to comply with Indiana law, including without limitation those provisions contained within Ind. Code § 6-1.1-12.1-4.5.

8. Owner Covenants. Owner hereby covenants and agrees that within fifteen (15) days of filing Form UD-45 with the State of Indiana's Department of Local Government Finance (the "**DLGF**"), it shall provide a copy thereof to the Miami County Auditor and the County Assessor. Concurrently, Owner shall provide a schedule to the County Auditor and the County Assessor showing the total cost of property placed in service for such property for federal tax purposes and the annual and accumulated depreciation for federal tax purposes. The total cost of property placed in service as shown on such schedule is intended to match the amount shown on Line 9 of Form UD-45, and the amount shown on such schedule for accumulated depreciation is intended to match the amount shown on Line 21 of Form UD-45. Any discrepancies shall be reconciled on the schedule. Owner agrees to depreciate the solar panels consistent with a 5-year recovery period MACRS double-declining balance depreciation schedule (the "**5-year MACRS Schedule**"). Such Owner-provided schedule shall be used by the County to verify that Owner depreciated the utility distributable property on the 5-year MACRS Schedule.

Owner hereby covenants and agrees that the assessed value of the Project will not be reported to be less than thirty percent (30%) of the total acquisition cost of the Project as reported on the Form UD-45 filed with the DLGF (the "**30% Floor**"). The 30% Floor will be used as the minimum assessed value for the Project regardless of the reported true tax value of the Project and the distribution of the Project's assessment to the Project taxing district(s) as reported on the Form UD-45 when accounting for Owner investments elsewhere in the State of Indiana outside of the Project, subject, however, to any approved special adjustment for abnormal obsolescence. Owner shall not make a claim that the utility distributable property is subject to any normal obsolescence deduction.

9. Default and Remedies; No Waiver; Remedies Cumulative. (a) Subject to the provisions of Section 13 hereof, any default by Owner of any of its obligations under this Agreement shall be deemed to be, and shall be, a breach by Owner of its obligations hereunder. In such event, the County shall be entitled to pursue any remedies provided to it by law, including but not limited to, termination of the abatement deduction as set out in Ind. Code 6-1.1-12.1-5.9. However, before a party shall be deemed to be in default due to failure to perform any of its obligations under this Agreement, the party claiming such failure shall provide written notice specifying the default and manner of cure, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if (i) with respect to the failure to pay the EDA Payments or PILOT, such payment is properly made within thirty (30) days after Owner's receipt of written notice from the County, or (ii) with respect to any other alleged failure, the party allegedly failing to perform has begun efforts to cure to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt

of such notice. The party claiming a breach of this Agreement may seek any remedy available at law or equity, if (i) with respect to the failure to pay the EDA Payments or PILOT, such payment has not been properly made within thirty (30) days of Owner's receipt of the required notice, or (ii) with respect to any other alleged breach, the party allegedly failing to perform has not begun efforts to cure within thirty (30) days of the receipt of such notice and continued such efforts to cure to the reasonable satisfaction of the complaining party (in either instance, a "**Default**"). Notwithstanding the above, Owner agrees that a Default of the County under this Agreement shall be limited to the circumstance whereby the Council wrongfully disallows a claim for deduction by attempting to rescind, cancel or modify the approved Abatement. Moreover, following a Default, Owner and the County agree that any reduction or denial of an Abatement for Owner shall follow the procedures established in Ind. Code § 6-1.1-12.1-5.9; however, Owner waives a right to a public hearing for termination of the deduction of the installment of taxes for the particular tax year in which an EDA Payment is in Default and the County may seek recovery of its reasonable attorneys' fees to collect an EDA Payment or PILOT to which a Default pertains.

(b) 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.

10. Other Tax Relief. Nothing in this Agreement shall prohibit Owner (or owner(s) of any portion of the Real Estate, as their interests may appear) from (a) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Real Estate or of any tangible property which is constructed in accordance with the Project, including but not limited to, during the Abatement period relative to any deduction(s) claimed by Owner and/or approved by the County, or (b) seeking or claiming any other statutory exemption, deduction, credit or any other tax relief (including, but not limited to, any refund of taxes previously paid with statutory interest) for which Owner may be or may become eligible, or to which Owner may be or may become entitled. Subject to Owner's rights of termination under Section 11 hereof, if any of the foregoing events has the effect of reducing or eliminating the value of the Abatement to Owner (due to a reduction of tax liability), Owner shall still be bound by the terms of this Agreement, including but not limited to the obligation to make the EDA Payments. Notwithstanding the above, to the extent that Owner is allowed the option in completion of the Form UD-45 filed with the DLGF to report multiple projects in the State of Indiana under a common methodology which may allow for reallocation of investment among other counties, Owner covenants not to avail itself of such option and shall report the investment in Miami County based on actual investment in the County.

11. Denial/Rescission/Termination. The Council retains the right in all events to deny deduction applications based on any demonstrated material failure of Owner to substantially comply with the Statements of Benefits pursuant to Ind. Code § 6-1.1-12.1-5.9 (or as may be finally determined under the appeal process set forth therein) or comparable law then in effect.

However, as long as Owner has not been determined to have failed to substantially comply with the Statements of Benefits as described above, in the event any materially complete, valid and timely claim for deduction is made by or on behalf of Owner and subsequently disallowed,

rescinded, cancelled or modified, then Owner may terminate its obligations as described below, and upon giving the written termination notice described below, Owner (and/or such other entity or entities who are legally obligated to pay property taxes in connection with the Project, as their interests may appear) shall be entitled to a repayment in an amount equal to the portion of the EDA Payment relative to the tax savings that have not been realized prior to the effective date of such disallowance, rescission, cancellation or modification. Notwithstanding the foregoing, the County shall not be obligated to issue a repayment at any time that is in excess of the County's portion(s) of the property taxes in a given year. Nothing in this Agreement shall be construed as creating any obligation by Owner to proceed with the Project or build any facility in connection therewith. Provided that Owner uses commercially reasonable efforts to timely file its annual applications for the ERA deduction(s), Owner's obligation to make an EDA Payment in that year is expressly conditioned upon such deduction application(s) having been finally approved in full for that year. If the EDA Payment would otherwise be due and payable, but is delayed hereunder due to the pendency, reduction or denial of any deduction(s) applied for by Owner, such EDA Payment shall become payable within ten (10) business days of:

a. the date Owner receives written notice that its claimed deduction application has been approved in full, or

b. the passage of the deadline for alteration or denial of the deduction under Ind. Code § 6-1.1-12.1-5.4(e) with no such action taken thereon, whichever occurs first.

In the event any materially complete, valid and timely claim for deduction is made by or on behalf of Owner and subsequently disallowed, rescinded, cancelled or modified, Owner may terminate its obligation to make any remaining EDA Payments hereunder by providing written notice of same to the County, PROVIDED that as of the effective date of such notice, Owner shall waive any further rights to the Abatement.

12. No Fees. The EDA Payments are not "fees for deductions" under Ind. Code § 6-1.1-12.1-14, and this Agreement shall not be construed under such section.

13. Entities Involved in Development. All or portions of the Project may be undertaken and/or accomplished by or in the name of entities other than Owner, acting as AFFILIATES, partners, contractors, successors and/or assigns of Owner. By way of example, and not limitation, Owner may create an AFFILIATE entity and enter into agreement with a partner to construct and operate 301.5 MWac of nameplate or solar capacity, and may enter into agreement with another partner to develop and/or operate the remaining 75 MWac of nameplate or storage capacity, of the overall Project.

Owner may assign its rights and obligations hereunder (in whole or in part) as they may pertain to those portions of the Project undertaken by such entity or entities, other than Owner, including, but not limited to, the right to claim deductions, any other rights or obligations contained under Ind. Code §6-1.1-12.1, and/or the obligation to make the EDA Payments, all in proportion to the portion(s) of the Project assigned by Owner to be undertaken by such entity or entities. The Council agrees that so long as the overall Project is constructed in a manner generally consistent with Exhibits B-1 and B-2 (and subject to the terms thereof including making the EDA Payments),

the written undertaking of such rights and/or obligations by such entity or entities with written notice of same to the Council, shall be sufficient and effective to transfer such rights and/or obligations fully to such entity or entities, effective as of the date of such written notice to the Council, including, but not limited to, for purposes of Section 9 hereof, which Section shall apply only to the entity or entities triggering the provisions of Section 9 hereof, and only with respect to the portion(s) of the Project for which such entity or entities are responsible.

14. Assignments. Except as is set forth below and in Sections 13 and 15 hereof, or as is otherwise permitted by Ind. Code § 6-1.1-12.1-5.4(f), no party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other party hereto. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Owner pursuant to this Agreement. For the avoidance of doubt, no direct or indirect change of control of the ownership interests of Owner, or any other sale of direct or indirect ownership interests in Owner (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the County under this Agreement.

Owner may, without the consent of the County, but with notice to the County as described below, assign or transfer this Agreement, in whole or in part, or any or all of Owner's rights, interests, and obligations under this Agreement to any AFFILIATE or subsidiary or a company or other entity that acquires substantially all of the assets of Owner. So long as an assignee assumes in writing all assigned obligations under this Agreement, Owner may (with the written consent of the County, which consent may not to be unreasonably withheld, conditioned, or delayed) be released from liability for the assigned obligations hereunder. Notwithstanding the above, with notice to the County but without the need for consent of the County, Owner may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to (i) a public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have comparable experience to Owner in constructing and operating a solar energy generation facility in the United States and a minimum net worth of $25,000,000 as confirmed by audited financial statements in the most recent year.

Owner will not be required to obtain the consent of the County, or provide notice to the County, for or in connection with (i) a corporate reorganization of Owner or any of its direct or indirect AFFILIATES, or (ii) a sale or transfer of equity interest of any direct or indirect AFFILIATE of Owner.

Any transfer or assignment of this Agreement, in whole or in part, or any or all of Owner's rights, interests, and obligations under this Agreement, made pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement to the extent assumed by such assignee. Any assignment of this Agreement by Owner to an assignee shall be subject to Owner assigning its rights and obligations under the Road Use Agreement and the Decommissioning Agreement to the same assignee(s). Any notice of assignment required to be delivered by Owner to the County pursuant to this Section shall be in writing, shall set forth the

basis for the assignment, including such supporting information as may be reasonably necessary to demonstrate compliance with this Section, and shall be delivered to the County not later than forty-five (45) days after the effective date of the assignment.

15. Collateral Assignment. Owner may, without the prior approval of the County, by security, charge or otherwise, encumber its interest under this Agreement and any amendments thereto for the purposes of financing the development, construction, operation of or investment in the Project, including entering into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in Owner or its parent to any PERSON or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement (each a "**Collateral Assignment**"), provided that Owner shall have provided the County with written notice upon making such Collateral Assignment. Promptly after agreeing upon a Collateral Assignment, Owner shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Owner's interest under this Agreement has been encumbered (each such party, a "**Financing Party**" and together, the "**Financing Parties**"). Such notice shall include the names of the account managers or other representatives of the Financing Parties to whom written and telephonic communications may be addressed. After giving the County such initial notice, Owner shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. If requested by the Financing Parties, the County shall execute and deliver any reasonably requested consents or estoppels related to the Collateral Assignment(s) providing for cure periods and other rights reasonably afforded to the Financing Parties under such consents.

If Owner encumbers its interest under this Agreement and any amendments thereto and provides the notice described in the immediately preceding paragraph, then from and after the County's receipt of such notice, the County shall provide the Financing Parties notice of any payment or other default by Owner under the Agreement and an opportunity to cure the same as set forth in Section 26.

16. Option for Commencement of the Abatement Schedules. In order to ensure that the first year of each of the Abatement schedules for Phase I and Phase II apply to the total, operational facility in service for the applicable Phase of the Project, the parties agree that in the event the first Form UD-45 filed with the DLGF by Owner is due to be filed while a certain Phase is still under construction or before the applicable Phase is otherwise operational, then at Owner's option, it may notify the Council of the same at the time it files its Form UD-45, and Owner may elect, in such written notice, to delay the beginning of the applicable Schedule until the assessment year in which Owner files a Form UD-45 reflecting the applicable Phase's completed plant in service, without having been deemed to have waived any year(s) of abatement in the applicable Schedule; provided, however, in such event, Owner shall pay all property taxes due and payable prior to the beginning of the applicable Schedule.

17. Amendments. This Agreement may be amended or modified by the parties, only in writing, and signed by all parties.

18. Entire Agreement. Except to this extent expressly stated herein, this Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter

contained herein and hereby merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

19. Notices. All notices, which may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the County, to: Miami County Commissioners
Miami County Courthouse
25 N. Broadway
Peru, IN 46970

with a copy to: Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, IN 46204
Attn: Richard Hall, Esq.
Email: richard.hall@btlaw.com

and Downs Tandy, & Petruniw, P.C.
99 West Canal Street
Wabash, IN 46992
Attn: Stephen H. Downs, Esq.
Email: sdowns@wabashlaw.com

If to Owner, to: Miami County Solar Project, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, MO 64106
Attn: Eddie Barry, Senior Development Manager
Email: ebarry@savionenergy.com

with copy to: Dentons Bingham Greenebaum LLP
10 West Market Street, Suite 2700
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.
Email: mary.solada@dentons.com

Any party may change its contact or address for receiving notices by giving written notice of such change to the other party. Notice may be sent by a party's counsel.

20. Severability of Provisions. The invalidity of any provisions of this Agreement shall not affect other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted. To the extent the ERA deduction(s) or the resulting abatement of taxes is adjudged to be illegal, then, Owner shall not be further obligated to make the payments which would otherwise be due hereunder or the payments which will have

already been paid hereto or otherwise prior to date of such adjudication shall be credited against future installment(s) of property taxes to the benefit of the entity or entities liable to pay property taxes in connection with the Project, as their interests may appear. Such credits shall be charged against the County's portion(s) of such installment(s) of property taxes. To the extent the obligation to make the EDA Payments is adjudged to be illegal, then Owner shall no longer be required to make any remaining EDA Payments. Furthermore, in such an event, Owner and the County shall promptly negotiate in good faith a revised Schedule with reduced deduction percentages in the subsequent years of the Schedule so that the tax payments owed to the County equal the amount of EDA Payments that were remaining at the time they were adjudged to be illegal or were refunded to Owner as a result of such determination. The revised Schedule shall result in the same or materially similar net present value of tax payments (i.e., personal property taxes, real property taxes attributable to land underlying the Project, and economic development payments), discounted at a rate of eight percent (8%) from the Effective Date, made by Owner with respect to the Project over the life of the Project, as intended by the original Schedule and amount of the EDA Payments, the anticipated personal property taxes related to the Project, and the anticipated real property taxes attributable to the land underlying the Project. The parties acknowledge that any revisions to the Schedule, as set forth in this paragraph, will be completed to reach the most equitable resolution for Owner and the County and should capture the benefit of the bargain contemplated by this Agreement.

21. Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, pandemic, epidemic, war, civil commotion, riots or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes, delays in transportation, inability to secure labor or materials in the open market, war, terrorism, sabotage, civil strife or other violence, improper or unreasonable acts or failures to act by the Council, the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted, the effect of any law, proclamation, action, demand or requirement of any government agency or utility, or litigation contesting all or any portion of the right, title and interest of Council or Owner under this Agreement (a "**Permitted Delay**"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances; provided, however, payment by Owner to the County pursuant to Section 1 and Section 27 hereunder shall not be excused on the basis of delays in transportation or inability to secure labor or materials in the open market. If there should arise a Permitted Delay, and the party claiming the Permitted Delay anticipates that such Permitted Delay will cause a delay in its performance under this Agreement, then the party claiming a Permitted Delay shall promptly provide written notice to the other parties detailing the nature and the anticipated length of such delay.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana excluding any conflict of laws provisions which would result in the application of the laws or any other jurisdiction.

23. No Admission, Etc. Neither this Agreement, nor any payments made pursuant hereto, shall be interpreted as an admission of liability or a waiver of any rights on behalf of any

entity or PERSON including, but not limited to the parties hereto, except to the extent that same shall be fully and expressly stated herein. The terms hereof have been freely and fairly negotiated by the parties with advice of competent legal counsel, and in aid of the Council's exercise of its powers as the fiscal body of the County, including, but not limited to, its jurisdiction as the "Designating Body" under Ind. Code § 6-1.1-12.1.

24. Legal Authority. The parties hereto each acknowledge that they have the full legal capacity to enter into all terms contained in this Agreement, including but not limited to, under Ind. Code § 6-1.1-12.1, 50 IAC 10-2-3 and such other statutory authorities as may apply.

25. Consent to Jurisdiction. This Agreement has been delivered to the County and is to be performed in Miami County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, Owner hereby designate(s) all courts of record sitting in Miami County, Indiana with respect to state subject matter jurisdiction and St. Joseph County, Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. Owner hereby waives any objection which it may have to any such proceeding commenced in a state court located within Miami County, Indiana or a federal court located within St. Joseph County, Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against Owner or its property in the courts of any other jurisdiction.

26. Rights of Financing Parties. Notwithstanding any other provision hereof, any rights afforded to Owner hereunder shall be afforded to any Financing Parties and accordingly, any notice provided to Owner shall be provided to any Financing Parties so long as prior notice of the existence of such Financing Party is provided to the County pursuant to Section 15 hereof. A Financing Party shall have the right (but not the obligation) to cure any default of this Agreement by Owner. A Financing Party shall have the same period after receipt of a default to remedy a default, or cause the same to be remedied, as is given to Owner after such Financing Party's receipt of a notice of default under this Agreement, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default; and (ii) sixty (60) days in the event of any non-monetary default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Financing Party to complete such cure, including the time required for the Financing Party to obtain possession of the Real Estate (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, and (b) the Financing Party shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). A

Financing Party shall have the absolute right to substitute itself for Owner and perform the duties of Owner under this Agreement for purposes of curing such default. The County shall not terminate this Agreement prior to expiration of the cure periods available to a Financing Party as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Owner shall be grounds for terminating this Agreement as long as all amounts payable by Owner under this Agreement are paid by Owner or a Financing Party in accordance with the terms hereof, and (y) Non-Curable Defaults shall be deemed waived by the County upon completion of foreclosure proceedings or other acquisition of the Real Estate.

27. Payment of County Expenses. Owner shall pay the County' legal, financial advisory, and other expenses related to the negotiation, execution, and implementation of this Agreement between the County and Owner, including the Road Use Agreement and the Decommissioning Agreement, the resolutions and other documentation necessary to approve the Abatement, and any other actions of the County in connection herewith, pursuant to that certain Economic Development Expense Reimbursement Agreement between Owner, the County, and the Miami County Economic Development Authority dated May 16, 2022.

28. Road Use Agreement; Decommissioning Agreement. The County's obligations under this Agreement are conditioned upon the Commissioners, on behalf of the County and Owner executing (i) a Road Use Agreement, substantially in the form attached hereto as Exhibit C (the "**Road Use Agreement**") no later than ninety (90) days prior to the Construction Commencement Date of Phase I of the Project, and (ii) a Decommissioning Agreement for each of Phase I and Phase II, substantially in the form attached here to as Exhibit D (the "**Decommissioning Agreement**") no later than ninety (90) days prior the Construction Commencement Date for the applicable Phase.

29. Counterparts. This Agreement may be executed in a number of counterparts and each counterparts' signature(s) shall, when taken with all other signatures, be treated as if executed upon one original of this Agreement. A facsimile or electronic signature of any party shall be binding upon that party as if it were the original.

30. Successors and Assigns. Subject to the limitations on assignments of this Agreement as set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

31. Indemnity. Owner covenants and agrees to indemnify, defend and hold the County, the County, its elected officials, and employees (the "Indemnitees") harmless from any and all claims, demands, suits, actions, proceedings, or cause of actions (including violation of any environmental laws, or regulations resulting in judgments, obligations, fines, penalties or expenses) brought against the Indemnitees by any parties, including any federal or state agencies, for personal injury, property damages, clean-up costs, fines, penalties or expenses, including reasonable attorneys' fees, to the extent such claims, demands, suits, actions, proceedings, or cause of actions arise directly from or in the course of the performance by Owner (including Owner's officers, employees, contractors and agents) of this Agreement, except if such claims, demands, suits, actions, proceedings, or cause of actions arise from any negligent act or failure to act by the Indemnitees, as applicable, under this Agreement, the Decommissioning Agreement or the Road

Use Agreement. Notwithstanding the foregoing, Owner's indemnity obligations above shall be capped at $5,000,000 per occurrence and $5,000,000 in the aggregate.

Section 32.

(a) Definitions. The following UPPERCASE words and expressions have the following meanings when interpreting this Agreement:

AFFILIATE	in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An AFFILIATE of COMPANY is also an AFFILIATE of Shell plc.
LIABILITIES	LIABILITIES for all claims, losses, damages, costs (including legal fees), and expenses.
PERSON	(a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

HUCKLEBERRY LINE SOLAR PROJECT, LLC

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

ATTEST:

MIAMI COUNTY
BOARD OF COMMISSIONERS

_____
Mary Brown,
Miami County Auditor

By: _____
Alan Hunt, Chairman

By: _____
Keith Musselman, Vice-Chairman

By: _____
Brenda Weaver, Member

Exhibit A to Agreement for Economic Development

Real Estate / Project Area

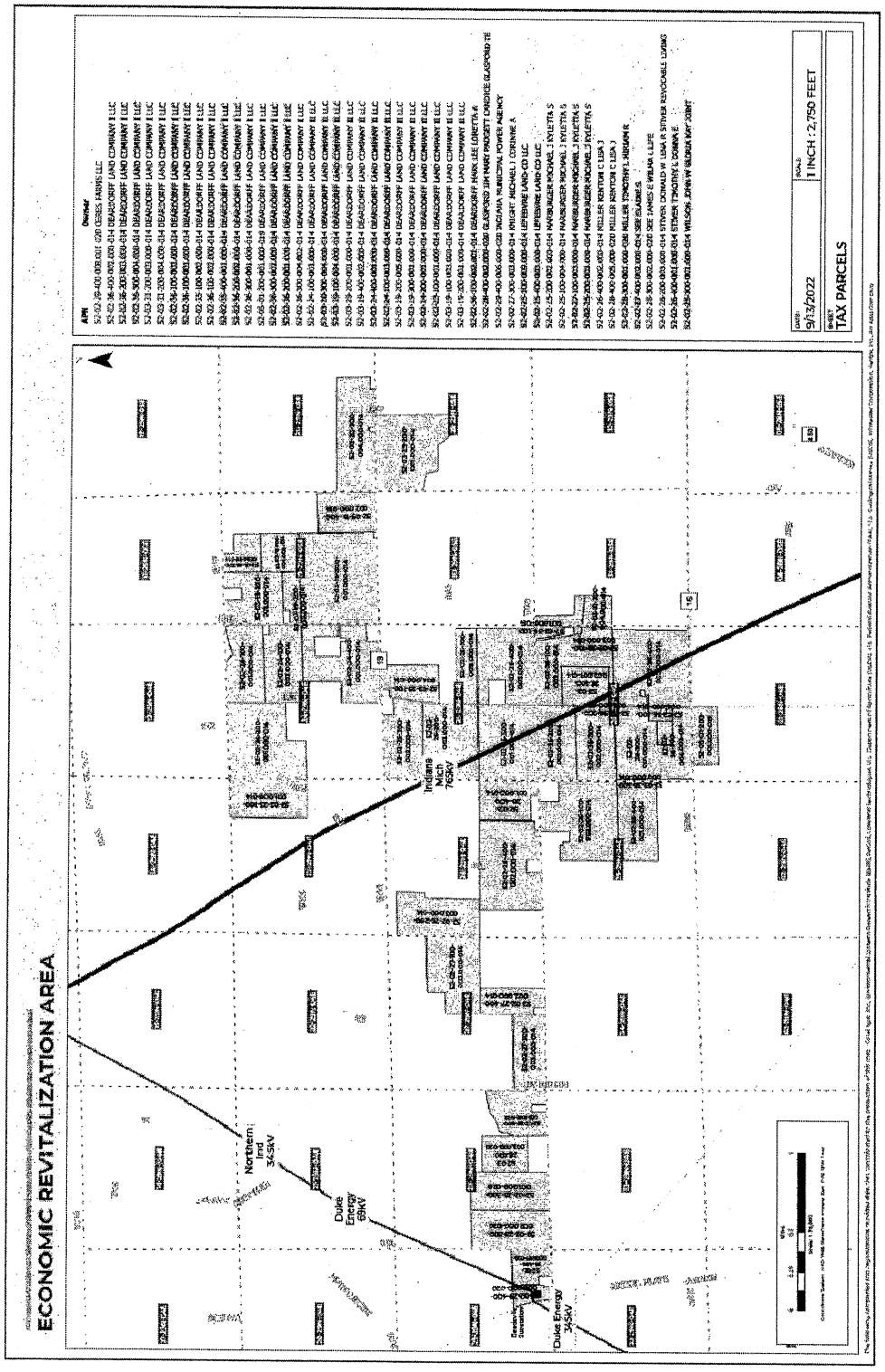

Exhibit B-1 to Agreement for Economic Development

Phase I Statement of Benefits

DocuSign Envelope ID: 0C471994-1EF2-44B4-A0D2-6BBE9104FA47

STATEMENT OF BENEFITS
UTILITY DISTRIBUTABLE PROPERTY
State Form 52448 (R3 / 11-15)
Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

FORM SB - 1 / UD

INSTRUCTIONS:

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.*
2. *This statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.*
3. *To obtain a deduction, Form UD-ERA must be filed with the county assessor. Form UD-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.*
4. *Property owners whose Statement of Benefits was approved must submit Form CF-1/UD annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
5. *For a Form SB-1/UD that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/UD that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer	Name of contact person
Huckleberry Line Solar Project, LLC	Mary E. Solada, Esq., 10 W. Market Street, Indianapolis, IN 46204
Address of taxpayer (number and street, city, state and ZIP code)	Title of contact person
c/o Savion, LLC, 422 Admiral Boulevard, Kansas City, MO 64106	
Telephone number: ( )	Fax number: ( )
Telephone number: (317) 635-8900	E-mail address of contact person: mary.solada@dentons.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body	Resolution number
Miami County Council	
Location of property	County	Taxing district
various parcels in Perry, Union and Richland Townships	Miami	014, 020, 019

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment *(Use additional sheets if necessary.)*

Taxpayer proposes to develop an approximate 293 MW commercial solar generation project in Miami County. See Exhibit A for Project Area.

	ESTIMATED Start Date	ESTIMATED Completion Date
Manufacturing Equipment	12/31/2027	12/31/2028
Research & Development Equipment		
Logistical Distribution Equipment		
Information Technology Equipment		

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
0				4-5	$50-60k

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1(d)(2) the **COST** of the property is confidential.

	Manufacturing Equipment		Research & Development Equipment		Logistical Distribution Equipment		Information Technology Equipment	
	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value
Current values								
Plus estimated values of proposed project	$300 million							
Less values of any property being replaced								
Net estimated values upon completion of project	$300 million							

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) _____ Estimated hazardous waste converted (pounds) _____
Other benefits:

22137935

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed (month, day, year)
Travis Marum	Authorized Agent	10 / 17 /2022
E-mail address: tmarum@savionenergy.com	Telephone number: (312) 560-3388	Fax number: ( )

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 10 calendar years * *(see below)*. The date this designation expires is 2040. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;	☐ Yes	☑ No	☐ Enhanced Abatement per IC 6-1.1-12.1-18 *Check box if an enhanced abatement was approved for one or more of these types.*
2. Installation of new research and development equipment;	☐ Yes	☑ No	
3. Installation of new logistical distribution equipment;	☐ Yes	☑ No	
4. Installation of new information technology equipment;	☐ Yes	☑ No	

C. The amount of deduction applicable to new manufacturing equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

D. The amount of deduction applicable to new research and development equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

E. The amount of deduction applicable to new logistical distribution equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

F. The amount of deduction applicable to new information technology equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

G. Other limitations or conditions *(specify)* Subject to terms of an Economic Development Agreement between County and Taxpayer

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☑ Year 1 ☑ Year 2 ☑ Year 3 ☑ Year 4 ☑ Year 5 ☐ Enhanced Abatement per IC 6-1.1-12.1-18
☑ Year 6 ☑ Year 7 ☑ Year 8 ☑ Year 9 ☑ Year 10 Number of years approved: _____
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☑ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: *(signature and title of authorized member of designating body)* Ralph Duckwall II	Telephone number (765) 472-3901	Date signed *(month, day, year)* 10/13/2025
Printed name of authorized member of designating body Ralph Duckwall II	Name of designating body Miami County Council	
Attested by: *(signature and title of attester)* Auditor	Printed name of attester Mary Brown	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17
Abatement schedules.
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.
(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT A TO PHASE I STATEMENT OF BENEFITS

REAL PROPERTY / ECONOMIC REVITALIZATION AREA / PROJECT AREA

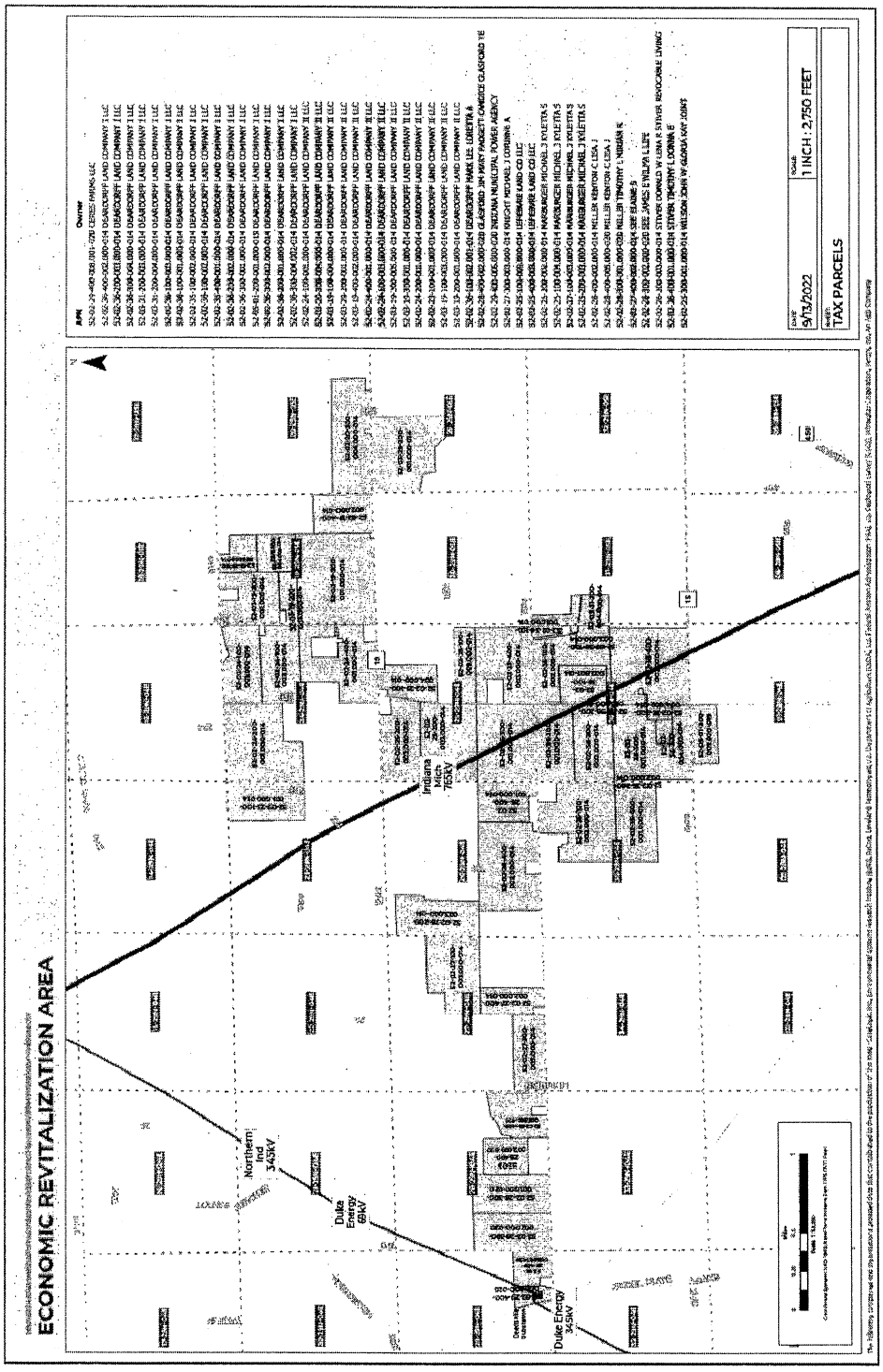

Exhibit B-2 to Agreement for Economic Development

Phase II Statement of Benefits

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STATEMENT OF BENEFITS
UTILITY DISTRIBUTABLE PROPERTY
State Form 52446 (R3 / 11-15)
Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

FORM SB - 1 / UD

INSTRUCTIONS:

1. *This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.*
2. *The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.*
3. *To obtain a deduction, Form UD-ERA must be filed with the county assessor. Form UD-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.*
4. *Property owners whose Statement of Benefits was approved must submit Form CF-1/UD annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
5. *For a Form SB-1/UD that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/UD that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer	Name of contact person
Huckleberry Line Solar Project, LLC	Mary E. Solada, Esq., 10 W. Market Street, Indianapolis, IN 46204
Address of taxpayer (number and street, city, state and ZIP code)	Title of contact person
c/o Savion, LLC, 422 Admiral Boulevard, Kansas City, MO 64106	
Telephone number: ( )	Fax number: ( )
Telephone number: (317) 635-8900	E-mail address of contact person: mary.solada@dentons.com

SECTION 2 — LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body	Resolution number
Miami County Council	
Location of property	**County**	**Taxing district**
various parcels in Perry Township	Miami	014

Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment (Use additional sheets if necessary.)

Taxpayer proposes to develop an approximate 75 MW commercial battery storage project in Miami County. See Exhibit A for Project Area.

	ESTIMATED Start Date	ESTIMATED Completion Date
Manufacturing Equipment	12/31/2028	12/31/2029
Research & Development Equipment		
Logistical Distribution Equipment		
Information Technology Equipment		

SECTION 3 — ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current number	Salaries	Number retained	Salaries	Number additional	Salaries
0				1	$50-60k

SECTION 4 — ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1(d)(2) the COST of the property is confidential.

	Manufacturing Equipment		Research & Development Equipment		Logistical Distribution Equipment		Information Technology Equipment	
	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value
Current values								
Plus estimated values of proposed project	$75 million							
Less values of any property being replaced								
Net estimated values upon completion of project	$75 million							

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) _____ Estimated hazardous waste converted (pounds) _____

Other benefits:

22137996

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed (month, day, year)
Travis Marum	Authorized Agent	10 / 17 /2022
E-mail address: tmarum@savionenergy.com	Telephone number: (312) 560-3388	Fax number: ( )

Page 1 of 2

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 10 calendar years * *(see below)*. The date this designation expires is 2041. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;	☐ Yes	☑ No	☐ Enhanced Abatement per IC 6-1.1-12.1-18
2. Installation of new research and development equipment;	☐ Yes	☑ No	*Check box if an enhanced abatement was approved for one or more of these types.*
3. Installation of new logistical distribution equipment;	☐ Yes	☑ No	
4. Installation of new information technology equipment;	☐ Yes	☑ No	

C. The amount of deduction applicable to new manufacturing equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

D. The amount of deduction applicable to new research and development equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

E. The amount of deduction applicable to new logistical distribution equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

F. The amount of deduction applicable to new information technology equipment is limited to $ _____ cost with an assessed value of $ _____. *(One or both lines may be filled out to establish a limit, if desired.)*

G. Other limitations or conditions *(specify)* Subject to terms of an Economic Development Agreement between County and Taxpayer

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☑ Year 1 ☑ Year 2 ☑ Year 3 ☑ Year 4 ☑ Year 5
☑ Year 6 ☑ Year 7 ☑ Year 8 ☑ Year 9 ☑ Year 10

☐ Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: _____
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☑ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: *(signature and title of authorized member of designating body)*	Telephone number	Date signed *(month, day, year)*
Ralph Duckwall II	(765) 472-3901	10/13/2022
Printed name of authorized member of designating body	**Name of designating body**	
Ralph Duckwall II	Miami County Council	
Attested by: *(signature and title of attestor)*	**Printed name of attestor**	
Auditor	Mary Brown	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17
Abatement schedules
Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:
(1) The total amount of the taxpayer's investment in real and personal property.
(2) The number of new full-time equivalent jobs created.
(3) The average wage of the new employees compared to the state minimum wage.
(4) The infrastructure requirements for the taxpayer's investment.
(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT A TO PHASE II STATEMENT OF BENEFITS

REAL PROPERTY / ECONOMIC REVITALIZATION AREA / PROJECT AREA

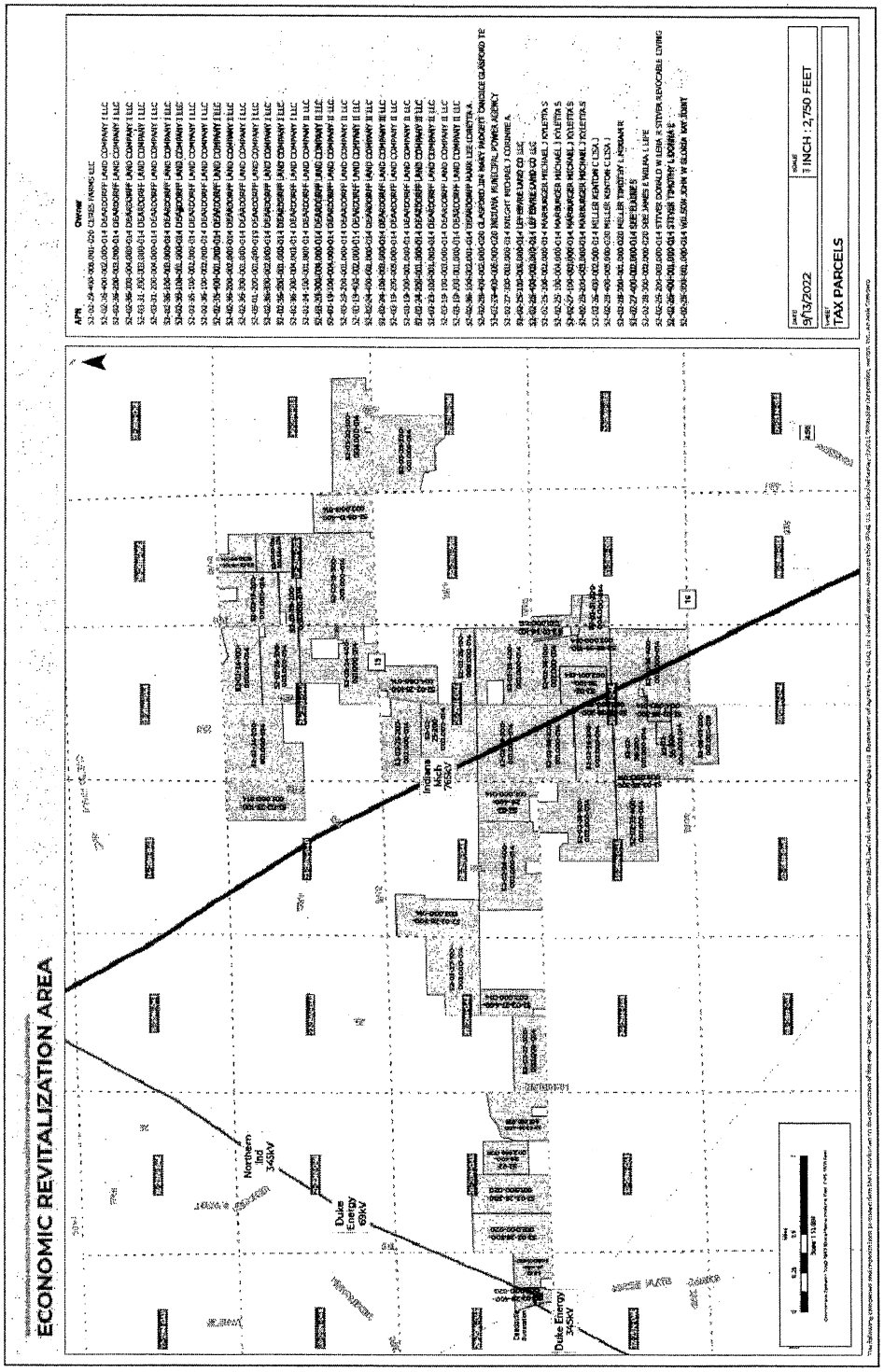


Exhibit C to Agreement for Economic Development

Form of Road Use Agreement

AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES

THIS AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES **("Agreement")** is made and entered into this ____ day of _____, 202_, by and between MIAMI COUNTY, INDIANA **("County"),** acting by and through its Board of Commissioners, and HUCKLEBERRY LINE SOLAR PROJECT, LLC, a Delaware limited liability company **("Developer"),** the County and Developer being referred to herein, collectively, as the **"Parties"** and, individually, as a **"Party"**;

WITNESSETH:

A. WHEREAS, Developer intends to develop, construct, operate and maintain upon the Real Estate certain improvements and/or facilities as part of the solar energy generation facility, which will consist of approximately 301.5 MWac of new nameplate capacity ("**Phase I**") (with possible battery storage of approximately 75 MWac of storage capacity ("**Phase II**")) for a possible total of approximately 376.5 MWac (collectively, the "**Project**"); and

B. WHEREAS, in connection with the development, construction, operation, or maintenance of the Project, it may be necessary for Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns (Developer and, while in the performance of work for Developer, such other persons, collectively, the **"Developer Parties")** to: (i) transport heavy and/or oversized equipment and materials over designated haul routes on roads located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport certain locally sourced materials (if available at competitive pricing) such as concrete, gravel and asphalt emulsion on such roads; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads (including to certain culverts, bridges, road shoulders, crest corrections, and other related fixtures) to permit such equipment and materials to pass; (iv) place certain electrical and/or communication cables for the Project over, adjacent to or under certain roads for the purposes of carrying electrical current to, from, between and among various parts of the Project; and (v) in the course of performing said activities, intersect directly or pass over and upon certain private drains, open drains, culverts or tile drains regulated by the County under I.C. §36-9-27 and encroach within the County's seventy-five foot (75') drainage maintenance right-of-ways established I.C. §36-9-27-33; and

C. WHEREAS, Developer acknowledges that it may not conduct the above activities without the express consent and permission of the County, which has exclusive authority and control over County roads, bridges, culverts, drains, and other County property; and

D. WHEREAS, the County will permit the Developer Parties to perform the above activities in connection with the Project on County roads, culverts, bridges, and to intersect or

pass over or through said County drains, pursuant to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
APPLICABILITY OF AGREEMENT; ESTABLISHMENT OF PRE-CONSTRUCTION CONDITIONS

Section 1.1 Roadway Conditions. With respect to any County road that is identified on Appendix A, (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County-owned or controlled property, each a **"Designated Road"** and, collectively, the "**Designated Roads**"), Developer will, at its expense, hire an independent third-party professional camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road, incorporating the County's then current Paser surface rating (the **"Road Condition Report").** Developer shall deliver the Road Condition Report to the County prior to the earlier of (i) Developer's commencement of any improvement to such Designated Road or (ii) any use by a Developer Party of such Designated Road for the operation of a motor vehicle or other equipment weighing more than ten (10) tons. The Miami County Highway Superintendent **("Highway Superintendent")** or his designee may participate reasonably in production of Road Condition Report; *provided,* that such participation shall not unreasonably delay the production of the Road Condition Report. The Highway Superintendent shall have seven (7) business days after such delivery to review the Road Condition Report. The Highway Superintendent shall be deemed to have accepted the Road Condition Report except with respect to specifically stated objections on particular Designated Roads as to which, the Highway Superintendent determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such seven (7) business day period, provide Developer in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon Developer may provide reasonable further documentation of the condition of the Designated Roads. If Developer disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided further,* that failure of Developer and the Highway Superintendent to reach agreement with respect to the condition of the portion of the Designated Roads to which the Highway Superintendent has specifically objected shall not prevent Developer from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the Highway Superintendent or delay the County's or the Highway Superintendent's granting of any further permits, authorizations, or consents, except to the extent that construction of the Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the Highway Superintendent. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within such seven (7) business days, the Road Condition Report shall be deemed accepted by the Highway Superintendent.

Section 1.2 Drainage System Conditions. Using such records and maps of County

regulated open and tile drains, including lateral drains connecting directly thereto, as may be timely provided to Developer by the County, Developer shall, at Developer's expense, (i) determine which such drains lie under, or within one hundred feet (100') of, any point at which any Developer Party may conduct any Project construction activity or operate a motor vehicle or other equipment weighing more than ten (10) tons (the **"Affected Drains")** and (ii) prepare one or more maps depicting all Affected Drains and all points of intersection with such construction activity (collectively, the "**Drain Location Map**"). The Drain Location Map is attached hereto as Appendix D. The Drainage Board, being comprised of the same members as the Board of Commissioners hereby approves of the Drain Location Map and authorizes Developer to install infrastructure within and intersecting over and upon certain private drains, open drains, or tile drains regulated by the County under I.C. §36-9-27 and encroach within the County's seventy-five foot (75') drainage maintenance right-of-way established by I.C. §36-9-27-33, as shown therein.

Section 1.3 County Use of Drain Location Map. The County understands and acknowledges that Developer will create the Drain Location Map for its own use and will provide the Drain Location Map to the County only for the County's convenience. Developer shall not warrant the accuracy or completeness of the Drain Location Map. The County shall not use the Drain Location Map as an official County document or otherwise rely on the Drain Location Map, except with respect to this Agreement, and is responsible for confirming all information on the Drain Location Map.

Section 1.4 County Approval of Site Plan. The site plan of the Project shall be subject to the reasonable approval of the County with respect to the proximity of Project infrastructure to County open drains and subsurface drain tiles.

ARTICLE II
USE OF DESIGNATED ROADS BY DEVELOPER

Section 2.1 Use of Designated Roads by Developer. In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that the Developer Parties may use the Designated Roads at any time, Monday through Saturday for the duration of the development, construction, operation, and maintenance of the Project. Such use may include the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project. No separate permit from the County for use of the Designated Roads by over-weight or over-size vehicles listed on Appendix A shall be required. In addition to identifying the Designated Roads, Appendix A identifies the routes over the Designated Roads that will be used for: (i) transportation and delivery of solar generation equipment and components and other materials and equipment to be used in connection with the Project; (ii) truck transportation leaving the Project site following delivery of equipment and materials; and (iii) transportation and delivery of locally sourced materials, including concrete and gravel. If Developer desires to include additional roads or portions thereof as Designated Roads, or remove Designated Roads or portions thereof, Developer shall (A) submit an updated version of Appendix A to the County that includes such additional roads and/or shows deleted roads and (B) to the extent appropriate, revise or supplement (1) the Road Condition Report in order to report on the pre-existing conditions of such additional roads or portions thereof as required by Section 1.1 (and remove any deleted roads or segments thereof as applicable) and (2) the Drain Location Map in order to

report the locations of any additional or removed Affected Drains as required by Section 1.2 (such updated Appendix A and any such supplemental report being an "Appendix A Update"). With respect to any change to Appendix A or the Road Condition Report that involves the addition of roads or segments, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the Drainage Board shall have fifteen (15) days, after such delivery to review the Appendix A Update. The Highway Superintendent shall approve the Appendix A Update except to the extent that, and only with respect to particular Designated Roads as to which, the Highway Superintendent determines that (I) the Appendix A Update proposes a usage of such Designated Roads that would differ substantially and materially from usage already approved by the County, or (II) any revised or supplemented report or Drain Location Map submitted with the Appendix A Update is not complete and accurate (as provided for the original report or map, respectively, in Section 1.1 or Section 1.2). If the Highway Superintendent makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix A or the Road Condition Report) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix A Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix A Update. If Developer disagrees with the Highway Superintendent's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting any Project construction activity or using Designated Roads located in areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and for which the Highway Supervisor has approved a Road Condition Report, and or delay the County's or the Drainage Board's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the Drainage Board has determined is complete and accurate and Designated Roads for which the Highway Supervisor has approved a Road Condition Report. If the Highway Superintendent does not give written notice of any objection to the completeness and accuracy of the Appendix A Update within the applicable time period, the Appendix A Update shall be deemed accepted by the Highway Superintendent and Drainage Board, as applicable. The County hereby provides an exemption from any County Frost Law Ordinance regarding construction of the Project.

Section 2.2 Construction Period Meetings. Beginning prior to commencement of construction of the Project, and bi-weekly after commencement of construction, and any other time upon the reasonable request of a Party, Developer and a representative from the County (a "Designee") shall meet to discuss the expected use of the Designated Roads, including the construction schedule and the haul routes to be used. The Designee shall have authority to act on behalf of the County. To the extent necessary, the Designee and Developer may invite certain landowners to attend the meetings if their property is near or adjacent to the areas of use. Within ten (10) days after the execution of this Agreement by the Parties, the County shall provide the name and contact information for its Designee. For purposes of this Section 2.2, commencement of construction of the Project shall mean commencement of construction of access roads, solar generation facilities, and associated facilities on the Project Site and shall not include testing and surveying (including geotechnical drilling and meteorological testing) by Developer to determine the adequacy of the Project Site for construction. No separate permit from the County for use of the Designated Roads listed on Appendix A by overweight or oversize vehicles shall

be required.

ARTICLE III
SAFETY RESPONSIBILITIES; ROAD CLOSURES

Section 3.1 Speed Limits. All vehicles driven by the Developer Parties shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

Section 3.2 Signage. During construction of the Project, Developer shall be responsible for placing and maintaining signage in compliance with applicable provisions of the then-current Indiana Manual on Uniform Traffic Control Devices.

Section 3.3 Notice of Road Closures to School Corporations and Emergency Agencies. Developer shall provide, to the North Miami School Corporation, Miami County Dispatch, the Indiana State Police, the County Highway Department, and any other agency or office reasonably designated by the County, (i) notice of Designated Road closures (including time and expected duration) by e-mail and (ii) current maps of the Designated Roads.

Section 3.4 Transportation Coordinator. The Developer shall monitor the Designated Roads for damage, appropriateness of signage, and other safety issues, and shall maintain the Designated Roads in a condition that allows for safe passage by the public at all times (other than closures permitted by this Section 3.4). Developer shall designate a person to coordinate the transportation-related activities of the Developer Parties during construction of the Project (the "Transportation Coordinator"). If, within eight (8) business hours after receipt of such notice, the County objects to such closure or limited access on grounds public safety or substantial public inconvenience, the Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Developer's construction activities and schedule. If the County does not so object within such time, the County shall be deemed to have no objection to such planned closure. In the event that the County plans a proposed road closure or limited access to a County road or right-of-way that could be reasonably anticipated to affect construction, maintenance, and operations activities related to the Project, the County shall notify Developer at least forty-eight (48) hours prior thereto. For purposes of this Section 3.4, an e-mail shall suffice as written notice if properly addressed (directed to an e-mail address provided for such purpose by the Party receiving notice).

Section 3.5 Use of Designated Roads and Non-Designated Roads. Vehicles used by Developer Parties weighing more than ten (10) tons shall travel only on the Designated Roads identified on attached Appendix A In the event any such vehicles are used by Developer Parties on any County non-Designated Roads, then Developer shall be subject to the fines set forth in Section 8.2.

Section 3.6 Dust Control During the entire construction of the Project, Developer shall use a commercially recognized dust palliative to control airborne dust created or contributed to by the Developer Parties on gravel Designated Roads, after Developer completes the improvements and modifications required under Article IV herein but prior to any traffic used for construction, operation and maintenance of the project as permitted herein. Watering alone shall not be considered a sufficient dust control measure, unless agreed in advance by the

Highway Superintendent. The Highway Superintendent or his designee may provide written request for additional dust control measures.

ARTICLE IV
IMPROVEMENT AND MODIFICATIONS TO DESIGNATED ROADS

Section 4.1 Improvements and Modifications to Designated Roads. Prior to Developer's use of a Designated Road as permitted in Article II herein, Developer shall complete, and the County hereby acknowledges and agrees and consents to Developer's completion of, such temporary modifications and permanent improvements to such Designated Road as are reasonably necessary to accommodate the then-anticipated use of such Designated Road by the Developer Parties. Such temporary modifications and permanent improvements may include the widening of certain roads, the strengthening and/or spanning of existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads.

Section 4.2 Compliance with Standards and Designs. Developer agrees that all modifications and improvements to Designated Roads, including any temporary turning radius, corner or intersection wide-out, intersection or corner improvement, or driveway or entrance onto a Designated Road, shall comply with all applicable engineering standards and stamped engineering drawings that are submitted by Developer to the County prior to the commencement of the modifications and improvements. Developer may install driveways and entrances for ingress and egress to and from Designated Roads at locations shown on attached Appendix C, at Developer's cost. If Developer desires to update Appendix C, Developer shall (A) submit an updated version of Appendix C to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix C and any such revised or supplemented Drain Location Map being an "Appendix C Update"). With respect to any change to Appendix C, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the County Surveyor shall have fifteen (15) days, after such delivery to review the Appendix C Update. The Highway Superintendent and County Surveyor shall approve the Appendix C Update except to the extent that the Highway Superintendent determines that the Appendix C Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the County Surveyor determines that any revised or supplemented Drain Location Map submitted with the Appendix C Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or County Surveyor makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix C Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix C Update. If Developer disagrees with the Highway Superintendent's or County Surveyor's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or County Surveyor's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway

Superintendent's or County Surveyor's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix C Update within the applicable time period, the Appendix C Update shall be deemed accepted by the Highway Superintendent.

Section 4.3 Removal of Temporary Improvements. Upon completion of the portion of the Project requiring any temporary improvements, all such temporary improvements shall be removed by Developer. However, upon written request from the County prior to removal, any such temporary improvement may permanently remain as property of the County, or as a part of a County right-of-way.

Section 4.4 Collection System Cabling, Communication Cabling and Overhead Transmission Line. The County acknowledges that Developer intends to install certain (i) wires, cables, conduits, and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 34.5 kV from the Project ("Collection System") and (ii) communication wires, cables, and/or lines relating to the Project ("Communication Cabling") and (iii) overhead wires, cables, conduits, and/or lines, foundations, poles, guy wires and cross arms; (and their associated equipment related to the transmission of electricity at a voltage of up to 345 kV from the Project ("Overhead Transmission Line") (collectively, the **"Installation")** and may desire to (i) route portions of the Collection System and Communication Cabling below ground, either by boring or by cutting a trench, at locations adjacent to, along or under (including across) the Designated Roads or under (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B) and (ii) route portions of the Overhead Transmission Line adjacent to, along or over (including across) the Designated Roads or across (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B). In connection with the Installation, the County hereby grants to Developer all such authorizations and approvals from the County as are necessary to complete the Installation, subject only to Developer's obtaining all required permits and such private land rights as are necessary to permit Developer to complete the Installation and make the modifications and improvements to the Designated Roads contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Designated Roads. Each trench cut across and along a County road shall be backfilled, compacted, and otherwise repaired as reasonably required to restore the County road to its structural condition prior to such cut. If Developer desires to update Appendix B, Developer shall (A) submit an updated version of Appendix B to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix B and any such revised or supplemented Drainage Report being an **"Appendix B Update").** With respect to any change to Appendix B, the Highway Superintendent shall have seven (7) business days, and with respect to any revised or supplemented Drain Location Map, the County Surveyor shall have fifteen (15) days, after such delivery to review the Appendix B Update. The Highway Superintendent and County Surveyor shall approve the Appendix B Update except to the extent that the Highway Superintendent determines that the Appendix B Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the County Surveyor determines that any revised or supplemented. Drain Location Map submitted with the Appendix B Update is not complete and accurate (pursuant to Section 1.2). If the Highway Superintendent or County Surveyor makes such a determination, the Highway Superintendent shall, within such seven (7) business day period (with respect to any change to Appendix C) or fifteen (15) day

period (with respect to any revised or supplemented Drain Location Map), provide Developer with written objection to the Appendix B Update detailing such determination, whereupon Developer may provide reasonable further documentation in support of the Appendix B Update. If Developer disagrees with the Highway Superintendent's or County Surveyor's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided,* that failure to reach agreement shall not prevent Developer from conducting Project construction activities or using Designated Roads that are not affected by the Highway Superintendent's or County Surveyor's determinations, or delay the County or the Highway Superintendent's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the Highway Superintendent's or County Surveyor's objections. If the Highway Superintendent does not give written notice of any objection to the Appendix B Update within the applicable time period, the Appendix B Update shall be deemed accepted by the Highway Superintendent.

ARTICLE V
ROAD AND DRAIN REPAIR

Section 5.1 Developer's Obligation to Repair County Roads and Drains, If any County road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County-owned drainage tile or open ditch, is damaged by the Developer Parties during the development, construction, operation or maintenance of the Project, Developer shall repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the damaged road or other property to the condition it was in prior to such damage, including any improvements required by this Agreement. With respect to damage to a County road or related appurtenance, the Parties shall rely upon the Road Condition Report to determine whether the repair has been performed in accordance with the standard set forth in this Section 5.1. Subject to considerations of safety, the presence of emergency conditions and weather, any repair and restoration shall commence and be completed as soon as reasonably possible by Developer. Following completion of such repair, the Highway Superintendent and Developer shall jointly inspect the repair to confirm that it has been completed satisfactorily. The County understands and agrees that Developer is not responsible for any damage to County roads, County-owned drainage tile, or related appurtenances that is not caused by a Developer Party. For purposes of this Section 5.1, damage to any County-owned drainage tile or open ditch may also include damages occurring within the County's seventy-five (75) foot maintenance right-of-way under I.C. §36-9-27-33, if such damage either denies, impedes, or affects the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County.

Section 5.2 Developer's Obligation to Repair Drains and Structures. No later than thirty (30) days after the Final Delivery Date as defined in Section 6.2, Developer shall repair County culverts damaged by it during construction as follows:

a. County Tile Drains: All County regulated tile drains intersecting any Designated Road shall be repaired. The portion to be replaced shall be the length of such drain within the County road right-of-way, of existing size, with virgin HDPE dual-wall tile.

b. Culverts and Structures: All County culverts and structures intersecting or adjacent to any Designated Road shall be repaired. Ten (10) gauge corrugated

pipe shall be used for all culverts and purchased from either the County or a vendor selected by the County.

Section 5.3 Failure to Repair. If Developer fails to repair any damage to County-owned property that Developer is required by this Agreement to repair, the Highway Superintendent may request in writing that Developer perform such repair. If Developer fails to commence such repairs within thirty (30) days (subject to weather and the availability of materials) and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Developer for costs incurred in connection with the repair. To the extent that the County makes such repairs itself (rather than engaging an outside contractor to do so), then notwithstanding anything to the contrary in this Agreement, the reimbursement of costs may include allocable, direct internal labor costs (not administrative personnel or expenses) and reimbursement for usage of powered equipment (based on commercially reasonable equipment rental rates). Developer shall pay such invoiced amounts within forty five (45) days following receipt of the invoice.

ARTICLE VI
FINAL RESURFACING

Section 6.1 Approval of Road Condition Prior to Final Surfacing. The condition of a Designated Road shall be subject to the approval by the Highway Superintendent prior to the laying of any final surface upon any damaged Designated Road. If the Highway Superintendent does not give written notice to Developer detailing any objections to the condition of such Designated Road within three (3) business days after notification by Developer that such Designated Road is ready for final surfacing, the condition of such Designated Road shall be deemed acceptable by the Highway Superintendent. Developer and the County have agreed, pursuant to Section 6.2, that the Developer will assume responsibility for final resurfacing,

Section 6.2 Performance of Final Resurfacing by Developer. Developer shall provide the County with written notice of the date on which all solar and substation components (not including replacement components or spare parts) have been delivered to the installation site and the Project commissioned for the generation of electricity (the "**Final Delivery Date**"). Developer shall assume responsibility and pay the cost of final resurfacing of all Designated Roads as identified in the final Appendix A exhibit that are damaged as outlined in Section 5.1.

Section 6.3 Section Corner Markers. County Section and Quarter Section Corner Markers located within the Project area shall be replaced by the County. Developer shall pay to County a one-time payment of Three Thousand Dollars ($3000) per damaged Section Marker payable by Developer to the County within thirty (30) days of the Final Delivery Date. The County will perform the installation of all such Section Corners.

ARTICLE VII
DEVELOPER PERFORMANCE ASSURANCE

Section 7.1 Performance Assurance. Developer shall post reasonable assurance of performance in the amount described in Section 7.4 (the "Performance Assurance") no later than the date on which Developer issues to its contractor an unlimited notice to proceed with

commencement of improvements and modifications to Designated Roads pursuant to Article IV herein. The Performance Assurance shall be made payable to the County and may be posted in the form of a surety bond issued by a corporation licensed to do business in Indiana and approved by the County, an irrevocable letter of credit, cash deposit, or other form of financial guarantee acceptable to the County, which Performance Assurance shall remain in full force and effect during Developer's construction of the Project and continuing in full force and effect for two (2) years after the final completion of construction of the Project, provided Developer has performed all repair obligations pursuant to this Agreement. Any Performance Assurance will be in a form reasonably acceptable to the County. The Performance Assurance is intended to provide the County with assurance that it will be paid by Developer for its obligations under this Agreement, but shall not in any way limit the amount of Developer's obligations or liability under this Agreement.

Section 7.2 Cash Deposit. If the Performance Assurance is in the form of a cash deposit, it shall be held in an interest-bearing escrow account at a mutually acceptable financial institution, with any interest earned thereon payable to Developer at reasonable times and intervals.

Section 7.3 Draw on Performance Assurance. The County may draw upon the Performance Assurance only if and to the extent that Developer fails or refuses to perform repairs or to pay the cost of performing repairs under Article V of this Agreement. Draw conditions for the Performance Assurance shall include the following: The Highway Superintendent, a member of the County's Board of Commissioners, or a member of the County Council shall certify that all draw conditions, which shall include the following, have been met: (i) that the Highway Superintendent has complied with the requirements of Section 5.3 (ii) that Developer has failed or refused to perform repairs or to pay the cost of performing repairs under Article V of this Agreement, (iii) that the County has performed such work (or had such work performed for it), (iv) that the County has incurred expenses for the performance of such work, and (v) the County has evidenced to Developer the amount of such expenses. If the County draws upon the Performance Assurance, the Highway Superintendent shall provide a full accounting of the amount of the draw(s) and costs of repair to Developer.

Section 7.4 Amount of Performance Assurance. The Performance Assurance shall be provided in the amount of _____Thousand Dollars ($___,000) for paved roads and _____Thousand Dollars for any gravel roads, *provided,* that at Developer's sole and exclusive election, the amount of the Performance Assurance may be decreased to _____ Thousand Dollars ($__,000) NOTE: ABOVE BLANKS WILL BE POPULATED AT TIME OF EXECUTION on or after the date that is sixty (60) days after the Final Delivery Date; *provided,* that Developer has performed all of its then existing repair obligations hereunder. If, within seven (7) days after its receipt of such notice from Developer, the County sends written notification to Developer that there is then-existing damage to a County road and/or drain that Developer is required by this Agreement to repair, the Performance Assurance may not be decreased until Developer has completed such remaining repair obligations. Upon such a change in the amount of the Performance Assurance, and upon expiration of the requirement for Performance Assurance two (2) years after final completion of construction of the Project (i) any previous Performance Assurance shall be extinguished and of no further effect and (ii)

the County shall return to Developer any original instrument evidencing such previous Performance Assurance.

ARTICLE VIII
FINES

Section 8.1 Imposition of Fines. Upon written notice to Developer (given by e-mail directed to the e-mail address provided by Developer for such purpose) of Developer's non-compliance with certain provisions of this Agreement and Developer's failure or refusal to abate, correct, or otherwise remedy such non-compliance, the County may impose a fine upon Developer, as indicated in Sections 8.2 and 8.3 below. Fines are imposed for each day of the same incident of non-compliance after expiration of the applicable notice/cure period.

Section 8.2 Amount of Fines; Notice and Cure. Provisions the non-compliance with which shall subject Developer to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

Section	Amount	Notice/Cure Period
2.1	$500	No cure period. Fine applies to use of a Designated Road on a Sunday
3.2 (signage)	$500	24 hours for non-custom, non-specialty signs; 72 hours for custom or specialty signs. Provided, that to the extent that permanent sign is not available through the use of reasonable diligence, temporary signs are permissible effective in avoidance of any fine that might otherwise assessed.
3.5	$1,000	No cure period. Fine applies to any use by Developer of a non-Designated Road, per vehicle (over 1 ton), per trip, per mile or portion thereof.
3.6.b (dust control)	$500	24 hours
Article V	$1,000	Reasonable notice under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in any case, no less than ten (10) days notice.

Section 8.3 Payment of Fines. Developer shall pay all fines to the County within thirty (30) days of receipt of proper notice of a fine.

ARTICLE IX
COUNTY INSPECTOR

The County may retain an inspector/engineer ("**County Inspector**") during construction of the Project. The County Inspector shall inspect Developer's repairs to Affected Drains and to

the Designated Roads and provide written acknowledgement that such repairs appear to have been made in accordance with this Agreement, where such is the case or, where such is not the case, so inform Developer and the Miami County Superintendent and act as liaison between Developer and the Miami County Superintendent in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Developer of any damage noted by the County Inspector in the performance of the County Inspector's duties. Developer shall reimburse the County for expenses that the County incurs which are related to retention of the County Inspector to perform such duties, up to a maximum overall cost for such services of Twenty One Thousand Dollars ($21,000).

ARTICLE X
WARRANTY

All materials supplied and workmanship performed by Developer Parties in the performance of Developer's obligations required under this Agreement shall meet the compliance standards set forth in Section 4.2 of this Agreement and be free from defects for a period of two (2) years after the completion of such work. THE WARRANTIES SET FORTH IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY DEVELOPER UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND DEVELOPER DISCLAIMS ANY AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI
INDEMNITY

Developer shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against County, its officers, Board of Commissioners, affiliates, agents, and employees and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures ("**Losses**"), including for personal injury or damage to third persons or property, but only to the extent that such Losses arise directly from or in the course of performance by Developer under or in relation to or connection with this Agreement. Notwithstanding the foregoing, the obligations of Developer under this Section shall be limited to $5,000,000 per occurrence and $5,000,000 in the aggregate.

ARTICLE XII
ZONING ORDINANCE; OTHER PERMITS

Section 12.1 Zoning Ordinance. Developer acknowledges that the Project is subject to the provisions of the Miami County Zoning Ordinance and the Miami County Solar Ordinance ("**Zoning Ordinance**") and Developer will comply with these Zoning Ordinances, including procuring a building permit from the County prior to commencement of construction of the Project and formulating a decommissioning plan as set forth in Chapter 15 of the Solar Ordinance.

Applications for all County permits shall be subject to the County's customary review and permitting processes, if any, pursuant to statutory and regulatory authority, and in any case,

processes applied consistently and in a fashion that treats Developer in a manner similar to other commercial users of County roads under similar circumstances.

Section 12.3 Evidence of Permitting of Oversized and Overweight Loads. Promptly upon the request of Developer, the County shall countersign a letter in the form of Appendix F hereto for use by the Developer Parties as evidence that the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project have been properly permitted by the County.

ARTICLE XIII
EXCLUSION OF CERTAIN DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity (other than the indemnity obligations of Developer as set forth in Article XI with respect to Losses that arise from personal injury to third persons), contribution, strict liability or any other legal theory.

ARTICLE XIV
FORCE MAJEURE EVENT

Whenever performance is required of a Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; *provided, however,* that if a Party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; inability to secure labor or materials in the open market; war, terrorism, pandemics, sabotage, civil strife or other violence; improper or unreasonable acts or failures to act of the County; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of the County or Developer under this Agreement. If either Party experiences, or anticipates that it will experience, an event that, pursuant to this Article XIV, shall extend the time for performance by such Party of any obligation under this Agreement, then such Party shall provide prompt written notice to the other Party of the nature and the anticipated length of such delay.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1 Project Termination. If Developer abandons or terminates construction of the Project, Developer shall provide written notice to the County of such abandonment or termination of construction. Developer shall be afforded a period not to exceed sixty (60) days to provide appropriate assurances in writing to County that the Project is proceeding. Developer's abandonment of the Project does not terminate its obligations under Articles II, III, V, VI, VII, VIII, IX, X, XI, and Sections 15.2, and 15.3 of this Agreement, which obligations survive termination of the Project and this Agreement.

Section 15.2 Reimbursable Expenses. Except as otherwise expressly provided in this Agreement, where Developer is required to reimburse the County for any expense incurred by the County, Developer shall only be required to reimburse such County expenses as are reasonable, direct, reasonably documented, and which the County has incurred.

Section 15.3. Attorney's Fees. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term, or condition of this Agreement.

Section 15.4 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. This Agreement has been delivered to the County and is to be performed in Miami County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, owner hereby designate(s) all courts of record sitting in Miami County, Indiana with respect to state subject matter jurisdiction and St. Joseph County, Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. Developer hereby waives any objection which it may have to any such proceeding commenced in a state court located within Miami County, Indiana or a federal court located within St. Joseph County, Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against Developer or its property in the courts of any other jurisdiction.

Section 15.5 Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in Sections 2.1 and 4.4, this Agreement may be amended only by a written agreement signed by the Parties. Except as otherwise expressly set

out herein, the parties agree that all Appendix exhibits and Maps shall be finalized no later than ninety (90) days prior to the commencement of construction.

Section 15.6 Assignment.

(a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 15.1 herein or the decommissioning of the Project; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as is set forth below and in subsection (c) of this Section, no party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other party hereto. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Developer pursuant to this Agreement. For the avoidance of doubt, no direct or indirect change of control of the ownership interests of the Developer, or any other sale of direct or indirect ownership interests in the Developer (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the County under this Agreement.

The Developer may, without the consent of the County, but with notice to the County as described below, assign or transfer this Agreement, in whole or in part, or any or all of the Developer's rights, interests, and obligations under this Agreement to any AFFILIATE or subsidiary or a company or other entity that acquires substantially all of the assets of the Developer. So long as an assignee assumes in writing all assigned obligations under this Agreement, the Developer may (with the written consent of the County, which consent may not to be unreasonably withheld, conditioned, or delayed) be released from liability for the assigned obligations hereunder. Notwithstanding the above, with notice to the County but without the need for consent of the County, the Developer may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to (i) a public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have comparable experience to the Developer in constructing and operating a solar energy generation facility in the United States and a minimum net worth of $25,000,000 as confirmed by audited financial statements in the most recent year.

The Developer will not be required to obtain the consent of the County, or provide notice to the County, for or in connection with (i) a corporate reorganization of the Developer or any of its direct or indirect AFFILIATES, or (ii) a sale or transfer of equity interest of any direct or indirect AFFILIATE of the Developer.

"AFFILIATE" shall mean in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the

holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An AFFILIATE of COMPANY is also an AFFILIATE of Shell plc. "PERSON" shall mean (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.

Any transfer or assignment of this Agreement, in whole or in part, or any or all of the Developer's rights, interests, and obligations under this Agreement, made pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement to the extent assumed by such assignee. Any assignment of this Agreement by the Developer to an assignee shall be subject to the Developer assigning its rights and obligations under the Decommissioning Agreement, between the County and the Developer, and the Economic Development Agreement, between the County and the Developer to the same assignee(s). Any notice of assignment required to be delivered by the Developer to the County pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be reasonably necessary to demonstrate compliance with this Section, and shall be delivered to the County not later than forty-five (45) days after the effective date of the assignment.

(c) Developer may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the Developer or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Developer shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Developer's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Developer shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Developer shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County

Section 15.7 Notices. All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by facsimile or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands and other communications shall be deemed to have been received by the addressee, if by first class certified mail, three (3) days following mailing; if by facsimile, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands and other communications shall be sent to the following addresses:

If to the County, to: Miami County Commissioners
Miami County Courthouse
25 N. Broadway
Peru, IN 46970

with a copy to: Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, IN 46204
Attn: Richard Hall, Esq.
Email: richard.hall@btlaw.com

and Downs Tandy, & Petruniw, P.C.
99 West Canal Street
Wabash, IN 46992
Attn: Stephen H. Downs, Esq.
Email: sdowns@wabashlaw.com

If to Developer, to: Miami County Solar Project, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, MO 64106
Attn: Eddie Barry, Director of Development
Email: ebarry@savionenergy.com

with copy to: Dentons Bingham Greenebaum LLP
10 West Market Street, Suite 2700
Indianapolis, IN 46204
Attn: Mary E. Solada, Esq.
Email: Mary.Solada@dentons.com

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Section 15.8 Exercise of Rights and Waiver. The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

Section 15.9 Independent Contractor, Relation of the Parties. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Developer and its officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County. As an independent contractor, Developer shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

Section 15.10 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 15.11 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 15.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 15.13 No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

Section 15.14 Extraordinary Events. The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for Developer to replace major substation components or make repairs to solar facilities beyond ordinary maintenance **("Extraordinary Events"),** and that transportation of substation components or other solar facilities on overweight or oversized vehicles on or across the Designated Roads may be necessary. The Parties agree that it is impossible to predict the timing, nature, or extent to which the Designated Roads may be damaged beyond the normal amount of wear and tear by such transportation and accordingly the parties shall work together in good faith to address the proper course of action pertaining to future Extraordinary Events, including whether additional Performance Assurance is appropriate.

Section 15.15 Other Agreements. Developer shall materially comply with all terms of and fulfill its obligations under the Decommissioning Agreement and the Economic Development Agreement.

Section 15.16 Local Suppliers. In completing its obligations to improve and repair the Designated Roads and Affected Drains pursuant to this Agreement, Developer shall use its best efforts to use local contractors and material suppliers so long as available and at competitive pricing.

[signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Use, Repair and Improvement of Roads and Repair of Drainage Facilities on the dates set forth below, to be effective as of the date first above written.

HUCKLEBERRY LINE SOLAR PROJECT, LLC

By:_____

Name:_____

Title:_____

Dated: _____, 202_

By:_____

Name:_____

Title:_____

Dated: _____, 202_

BOARD OF COMMISSIONERS OF MIAMI COUNTY, INDIANA

_____
Alan Hunt, Chairman

ATTEST:

_____
Fred Musselman, Vice-Chairman

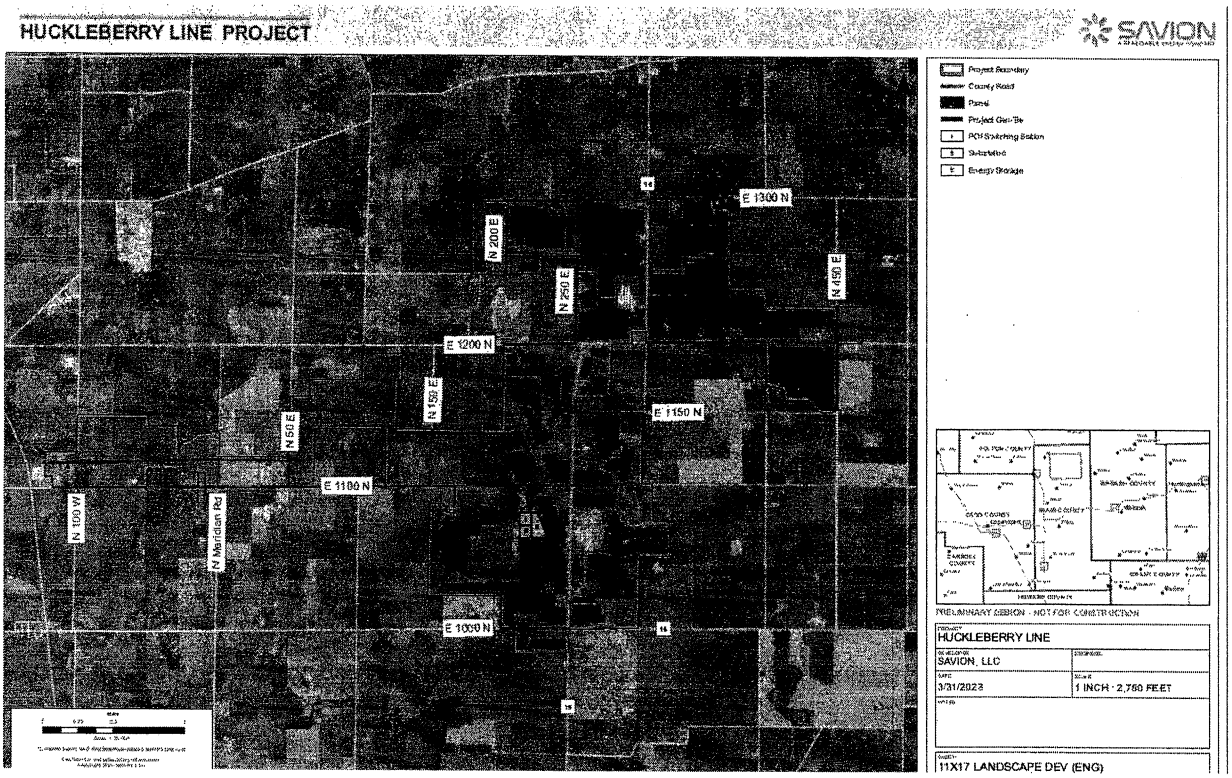
_____
Mary Brown,
Miami County Auditor

_____
Brenda Weaver, Member

Dated: _____, 202_

APPENDIX A

Map of Designated Roads (Preliminary)



APPENDIX B

Map of the Installation (Preliminary)

[SEE ATTACHED]

APPENDIX C

Map of Driveways and Entrances (Preliminary)

[SEE ATTACHED]

APPENDIX D

Drainage Location Map (Preliminary)

[SEE ATTACHED]

APPENDIX E

Form of Letter Authorizing Oversize/Overweight Vehicles

[DATE]

Miami County Highway Department
P.O. Box __
Peru, IN 46970

Attn: _____, Highway Superintendent

Re: Blanket Road Permit for Huckleberry Line Solar Project, LLC

_____:

In accordance with Section 12.3 of that certain Agreement for Use, Repair, and Improvement of Roads and Repair of Drainage Facilities dated _____,202_ by and between Miami County, Indiana and HUCKLEBERRY LINE SOLAR PROJECT, LLC ("**Developer**") (the "**Agreement**"), this letter, when signed by you, will constitute a blanket road permit pursuant to IC 9-20-6-2 ("**Blanket Road Permit**") for Developer, its contractors and subcontractors, and each of their respective agents, employees and representatives (the **"Permit Grantees")** to move and transport overweight and oversized vehicles, equipment, loads and other necessary equipment and material over and across certain roads within Miami County, Indiana as designated in the Agreement, in connection with the construction, operation, and maintenance of the Project.

Please acknowledge and confirm the approval and granting of the Blanket Road Permit in favor of the Permit Grantees by signing this letter in the space indicated below and returning a copy of the counter-signed document to both the Project's Construction Manager, [NAME]([EMAIL] and to Developer's Director of Project Management.

If you have any questions about this matter, please do not hesitate to contact [NAME], as follows:

Phone: [NUMBER]
E-mail: [EMAIL]

Sincerely,

HUCKLEBERRY LINE SOLAR PROJECT, LLC

By:_____

Name:_____

Title:_____

Dated: _____ 202_

By:_____

Name:_____

Title:_____

Dated: _____ 202_

APPROVED AND GRANTED BY:

By: _____
Name: _____
Highway Superintendent, Miami County, Indiana

APPENDIX F

Form of Letter

Exhibit D to Agreement for Economic Development

Form of Decommissioning Agreement

MIAMI COUNTY
DECOMMISSIONING PLAN AGREEMENT

This Decommissioning Plan Agreement ("Agreement") dated _____, 202_ ("Effective Date") by and between Huckleberry Line Solar Project, LLC, a Delaware limited liability company, qualified to do business in Indiana (the "Company") and Miami County, Indiana ("County").

RECITALS

WHEREAS, the Company desires to build a commercial solar energy system project in Miami County, Indiana (the "Project");

WHEREAS, pursuant to the Economic Development Agreement, between the County, and the Company, dated as of June __, 2023, the County and the Company desire to enter into this Agreement;

WHEREAS, the Company has or will enter into certain lease agreements (collectively, the "Leases") with the landowners within the Project area (the "Landowners");

WHEREAS, the Company is willing to post and maintain financial assurance to cover the cost of decommissioning the Project, including demolition and removal of the Project facility (the "Net Removal Cost" as defined herein);

WHEREAS, the Company shall post a performance or surety bond, letter of credit or other financial assurance for the Net Removal Cost upon the terms and conditions more fully set forth below; and

WHEREAS, for purposes of this Agreement, "Generating Units" are defined to include, solar panels, racks, inverters, piles, foundations, transformers, and underground cable circuits and related improvements (including, but not limited to, the Project's substation), including any battery storage equipment or improvement and excluding (i) access roads that any Landowner requests remain, and (ii) the utility substation necessary for grid interconnection.

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

ARTICLE I
RESTORATION FUND ISSUANCE

Section 1.1 Agreement to Decommission; Restoration Fund Amount.

(a) Upon discontinuation of use of the Project as described below, the Company shall decommission each Generating Unit and related improvements in accordance with this Agreement and the detailed plan described in Attachment A to be attached hereto (the "Decommissioning Plan"), which plan shall be satisfactory to the County. The Company shall decommission the Generating Units upon the discontinuation of use, which shall be deemed to occur upon the failure of all such Generating Units to produce electricity for twelve (12) consecutive months, unless a plan outlining the steps and schedule for returning the Generating Units to service is submitted and approved by the County during such discontinuation period. Through such plan the Company shall demonstrate to the County that the Project will be substantially operational and producing electricity within six (6) months. If such a demonstration is not made to the County's reasonable satisfaction or such discontinuation is occurring at the end of the operating life of the Project, the Company shall initiate decommission within six (6) months of the end of the twelve (12) month period. The approval of the County of such a demonstration may not be unreasonably withheld. If the Project fails to produce electricity for twelve (12) consecutive months and no plan is submitted to the County or such discontinuation is occurring at the end of the operating life of the Project, the Project shall be considered abandoned ("Abandonment").

(b) Decommissioning shall include: (i) removal from the property of each Generating Unit and related improvements installed or constructed by Company to a depth of forty-eight inches (48") beneath the soil surface, excepting access roads that any Landowner requests remain and the utility substation, in accordance with the Decommissioning Plan, (ii) fill in and compact all trenches or other borings or excavations made by Company on the property and make any improvements necessary to provide for proper drainage of the property, (iii) leave the surface of the property free from Project debris, (iv) use reasonably practical efforts to restore the Property to a land use equivalent to the land use existing immediately prior to construction, and (v) repair any County roads used during the decommissioning. The "Removal Cost" shall mean cost of completing subparagraphs (i) through (v) above, collectively.

(c) Prior to the issuance of an Improvement Location Permit ("ILP") for the Project, Company shall deliver to the County a performance or surety bond, a letter of credit, or other financial assurance in a form and substance reasonably satisfactory to the County (the "Restoration Fund") securing performance of the Company's decommissioning obligations under this Agreement. The amount of the Restoration Fund shall be equal to one hundred twenty-five percent (125%) of the "Net Removal Cost", which shall mean the Removal Cost less any salvage value of Generating Units. The 25% added to the 100% shall be defined as a Premium and the Premium sum derived from initial Restoration Fund amount shall fixed for the life of the Project and not compounded by any adjusted Restoration Fund amount as set forth in Section 1.3. For purposes of estimating the salvage value, in the event the Generating Units are encumbered by a lien or security interest for the benefit of a lender or creditor of the Company or other party (other than the County), the Generating Units shall be deemed to have salvage value only to the extent that the salvage value of the Generating Units exceed the amount of the lien or security interest. The Company

shall retain a licensed professional engineer with knowledge of the operation and decommissioning of solar projects and licensed in Indiana (a "Professional Engineer") to provide an estimate of the Net Removal Cost, which Professional Engineer shall be subject to reasonable approval of the County. If the parties cannot agree on the Professional Engineer, then the County and the Company shall each select a Professional Engineer who, together, shall select a Professional Engineer. The selected Professional Engineer shall provide an estimate of the Net Removal Cost. The Company shall pay all reasonable expenses in determining the Net Removal Cost, including the fees of the Professional Engineers. The Company shall keep the Restoration Fund in force throughout the remainder of the term of this Agreement, including by renewal for an additional term after the scheduled expiration of such Restoration Fund according to its terms.

Section 1.2 Restoration Fund Provider; Restoration Fund Beneficiaries. At least sixty (60) days prior to the proposed effective date of the Restoration Fund, the Company shall submit to the Miami County Zoning Administrator the name of the provider of the Restoration Fund and a specimen security document. The provider of the Restoration Fund shall be (i) if a surety, a company listed in the latest version of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reimbursing Companies", or (ii) if a letter of credit, a bank with a "A3" or higher rating from Moody's Investors Service, Inc., or a comparable rating from Standard & Poor's. The County shall be named as the sole beneficiary of the Restoration Fund. The Company represents that it has not granted and shall not grant to the Landowners or any other third-party rights to the Restoration Fund senior to the rights of the County.

Section 1.3 Updated Estimates of Net Removal Cost. On or before the fifth anniversary of the Effective Date and every five (5) years thereafter for the duration of the operation of the Project (the "Adjustment Deadline"), the Company shall deliver to the County, not later than ninety days (90) days prior to the Adjustment Deadline (a) an updated estimate of the Net Removal Cost prepared by the Professional Engineer who provided the original estimate (as set out in Section 1.1(c)) or if such engineer is unwilling or unable to provide a new estimate, a new Professional Engineer selected based on the process outlined in Section 1.1(c), and (b) an adjusted Restoration Fund in the amount of the updated estimate of the Net Removal Cost.

Section 1.4 Failure to Provide Restoration Fund. If the Company fails to provide the Restoration Fund initially as provided in Sections 1.1 and 1.2 or adjusted by the Adjustment Deadline pursuant to Section 1.3, the County shall provide written notice to the Company and the Company shall be afforded thirty (30) days' opportunity to cure, prior to the County's declaring a default under this Agreement. If Company fails to provide the Restoration Fund as provided in Sections 1.1, 1.2, and 1.3, after such thirty (30) days and the County may declare an event of default hereunder, and upon such declaration, the County shall have the right to (a) seek any necessary injunctive relief available under applicable law to affect the providing of the Restoration Fund, (b) pay any premium necessary to continue the Restoration Fund, in which case Company shall reimburse the County for the amount of such premium, (c) draw on the Restoration Fund and deposit the drawn funds in a bank account and, at the County's election, apply such funds to the decommissioning of the Generating Units pursuant to Section 2.1, 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 for such an event of default.

ARTICLE II
DISBURSEMENT OF SECURITY

Section 2.1 Rights of County. In the event the Company fails to decommission the Project in accordance with the requirements of this Agreement, the County may, in its sole election, undertake the decommissioning of the Project. The County's election to decommission all or any portion of the Project shall not release any obligation of the Company to decommission the Project pursuant to the terms of this Agreement. In the event the County elects to undertake the decommissioning of the Project, it may make a claim(s) to the Restoration Fund provider. Any such claim(s) shall be limited to the expenses incurred by the County for the removal of all structures and the restoration of the soil as set forth in the Decommissioning Plan, including reasonable professional fees and all necessary and related costs (the "Decommissioning Obligations").

Section 2.2 County Cooperation. In the event the County elects not to undertake or complete the decommissioning of all or any portion of the Project pursuant to Section 2.1, the County shall execute all documentation reasonably required or requested by the Restoration Fund provider, any permitted assignee or transferee of the Company's rights under this Agreement (so long as notice of such assignee or transferee is provided to the County), or the Landowners necessary to waive the County's rights to all or a portion of the Restoration Fund funds and to otherwise permit the Landowners to make claims against the Restoration Fund, or, at the option of the Landowners, return the Restoration Fund to Company.

Section 2.3 Landowner Leases. The Company represents and agrees that all Leases for Generating Units shall contain terms that provide that the Generating Units are properly decommissioned upon expiration or earlier termination of the Project (except as otherwise allowed under Section 1.1 hereof or specifically provided in a Landowner Lease); *provided, however,* that none of the terms of the Leases shall relieve the Company of any of its obligations under this Agreement. Upon Abandonment, the County may elect to not enforce the Company's obligation to decommission the Generating Units, thereby making no claim on the Restoration Fund, and instead require that the Company provide an affidavit to the Miami County Zoning Administrator representing that all easements for the Project contain terms that provide financial assurance for Landowners to ensure that facilities are properly decommissioned within twelve (12) months of expiration or earlier termination of the Project.

Section 2.4 Release of Restoration Fund. The Restoration Fund provider shall release and terminate the Restoration Fund when the Company has demonstrated to the reasonable satisfaction of the Miami County Zoning Administrator that the Decommissioning Obligations have been satisfied.

ARTICLE III
SALVAGE VALUE

Section 3.1 County Right to Salvage Value of Generating Units. In the event the Company fails to decommission the Project in accordance with the terms of this Agreement and

the County elects to undertake the decommissioning of the Project in accordance with Section 2.1, then, in addition to any rights of the County to make a claim upon the Restoration Fund, the Generating Units within the Project shall be deemed abandoned and the County shall be entitled to apply the salvage value of the Generating Units located within the Project to any costs of decommissioning the Project in excess of the funds available under the Restoration Fund.

ARTICLE IV
RIGHTS OF COUNTY

Section 4.1 Rights of the County. In the event the Company fails to decommission the Project in accordance with the terms of this Agreement, then, in addition to any other rights and remedies granted herein, after expiration of any applicable notice and cure periods afforded to the Company, the County shall have the right to seek any injunctive relief available under applicable law to effect or complete the decommissioning of the Project. In addition, the County shall have the right to seek reimbursement from Company for any costs of decommissioning the Project incurred by the County in excess of the funds available under the Restoration Fund and the salvage value of the Generating Units. The Company shall reimburse the County for any reasonable legal fees or other expenses incurred by the County in the enforcement of this Agreement.

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, on behalf of the County, to 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
TERM

Section 6.1 Term. The term of this Agreement shall commence on the Effective Date, and this Agreement and County's rights hereunder shall terminate upon the completion of the decommissioning of the Project in accordance with the terms of this Agreement. Upon termination of this Agreement, and upon the request of the Company, the County shall execute all documentation necessary or reasonably required in order to release and waive all claims to the Restoration Fund and the salvage value of the Generating Units.

ARTICLE VIII
MISCELLANEOUS

Section 7.1 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 7.2 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, as such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by telecopier with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

If to Company:

Miami County Solar Project, LLC
c/o Savion, LLC
422 Admiral Boulevard
Kansas City, MO 64106

Attn: Eddie Barry, Director of Development
Email: ebarry@savionenergy.com

With a copy to:

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

If to the County:

Miami County Commissioners
Miami County Courthouse
25 N. Broadway
Peru, IN 46970
Attn: Chairman

With copy to:

Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, IN 46204
Attn: Richard Hall, Esq.
Email: richard.hall@btlaw.com

and

Downs Tandy, & Petruniw, P.C.
99 West Canal Street
Wabash, IN 46992
Attn: Stephen H. Downs, Esq.
Email: sdowns@wabashlaw.com

Section 7.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by each of the parties hereto. Any amendment to this Agreement shall be subject to public approval by the Board of Commissioners ofthe County.

Section 7.4 Successors and Assigns. (a) This Agreement shall (i) remain in full force and effect until the termination hereof pursuant to Section 6.1 herein; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) Except as is set forth below and in subsection (c) of this Section, no party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other party hereto. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and

(ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Company pursuant to this Agreement. For the avoidance of doubt, no direct or indirect change of control of the ownership interests of the Company, or any other sale of direct or indirect ownership interests in the Company (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the County under this Agreement.

The Company may, without the consent of the County, but with notice to the County as described below, assign or transfer this Agreement, in whole or in part, or any or all of the Company's rights, interests, and obligations under this Agreement to any AFFILIATE or subsidiary or a company or other entity that acquires substantially all of the assets of the Company. So long as an assignee assumes in writing all assigned obligations under this Agreement, the Company may (with the written consent of the County, which consent may not to be unreasonably withheld, conditioned, or delayed) be released from liability for the assigned obligations hereunder. Notwithstanding the above, with notice to the County but without the need for consent of the County, the Company may assign or transfer this Agreement, in whole or in part, or any or all of its rights, interests, and obligations under this Agreement, to (i) a public utility, or (ii) any other company or other entity, provided in the latter instance that such assignee shall have comparable experience to the Company in constructing and operating a solar energy generation facility in the United States and a minimum net worth of $25,000,000 as confirmed by audited financial statements in the most recent year.

The Company will not be required to obtain the consent of the County, or provide notice to the County, for or in connection with (i) a corporate reorganization of the Company or any of its direct or indirect AFFILIATES, or (ii) a sale or transfer of equity interest of any direct or indirect AFFILIATE of the Company.

"AFFILIATE" shall mean in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An AFFILIATE of COMPANY is also an AFFILIATE of Shell plc. "PERSON" shall mean (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.

Any transfer or assignment of this Agreement, in whole or in part, or any or all of the Company's rights, interests, and obligations under this Agreement, made pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement to the extent assumed by such assignee. Any assignment of this Agreement by the Company to an assignee shall be subject to the Company assigning its rights and obligations under the Road Use Agreement, between the County and the Company, and the Economic Development Agreement, between the County and the Company to the same assignee(s). Any notice of assignment required

to be delivered by the Company to the County pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be reasonably necessary to demonstrate compliance with this Section, and shall be delivered to the County not later than forty-five (45) days after the effective date of the assignment..

(c) Company may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the Company or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Company shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Company's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Company shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Company shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County.

Section 7.5 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 decommissioning of the Project.

Section 7.6. 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 7.7 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 7.8 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana excluding any conflict of laws provisions which would result in the application of the laws or any other jurisdiction. This Agreement has been delivered to the County and is to be performed in Miami County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, owner hereby designate(s) all courts of record sitting in Miami County, Indiana with respect to state

subject matter jurisdiction and St. Joseph County, Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts. The Company hereby waives any objection which it may have to any such proceeding commenced in a state court located within Miami County, Indiana or a federal court located within St. Joseph County, Indiana, based upon improper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the party at the addresses indicated herein and each party hereto otherwise waives personal service of any and all process made upon such party. Nothing contained in this Section shall affect the right of the County to serve legal process in any other manner permitted by law or to bring any action or proceeding against the Company or its property in the courts of any other jurisdiction.

Section 7.9 Change of law regarding decommissioning and disposal of Project components. Notwithstanding any provision hereof, to the extent that requirements pertaining to decommissioning and disposal of Project components are imposed by Indiana statute in the future, regardless of the effective date, the Project shall comply with such requirements and as necessary, the parties shall enter into an Addendum to this Agreement for acknowledgement of specific provisions, including but not limited to any required Restoration Fund increase going forward, including but not limited to, an adjustment in the Restoration Fund before the five year adjustment periods as set out in Section 1.3.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURES FOLLOW.]

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

"Company"

HUCKLEBERRY LINE SOLAR PROJECT, LLC

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Dated: _____, 202_	Dated: June _____, 202_

MIAMI COUNTY COMMISSIONERS

By: _____
Alan Hunt, Chairman

By: _____
Fred Musselman, Vice-Chairman

By: _____
Brenda Weaver, Member

Attest: _____
Mary Brown,
Miami County Auditor

ATTACHMENT A*

HUCKLEBERRY LINE SOLAR PROJECT - DECOMMISSIONING PLAN

(Details to be provided at time of application for an Improvement Location Permit)

Exhibit E to Agreement for Economic Development

Form of Guaranty

This UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE (the "Guaranty") is made as of _____, 202_ by Savion, LLC ("Guarantor"), for the benefit of Miami County, Indiana by and through its County Commissioners (the "Beneficiary"). Guarantor and the Beneficiary are sometimes collectively referred to herein as the "Parties."

RECITALS

A. A subsidiary of Guarantor, Huckleberry Line Solar Project, LLC, a Delaware limited liability company (the "Company"), and the Beneficiary are parties to that certain Economic Development Agreement, dated _____, 2023 (as amended, modified and supplemented from time to time, the "Economic Development Agreement"), that certain Decommissioning Agreement, dated _____, 202_, and that certain Road Use Agreement, dated _____, 202_ (collectively, with the Economic Development Agreement, the "Agreements").

B. The Beneficiary's willingness to enter into the Agreements was conditioned upon the issuance by Guarantor of this Guaranty.

C. Guarantor is willing to issue this Guaranty on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1. Definitions.

1.1 Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Economic Development Agreement.

1.2 As used in this Guaranty, the following terms shall have the following meanings:

"Business Day" means a day of the year on which banks are not required or authorized by law to close in the State of Indiana.

"Guaranteed Obligations" means collectively the Payment Obligations and Performance Obligations.

"Payment Obligations" means any and all of the obligations of the Company and its assignees under the Economic Development Agreement related to the EDA Payments or any other payment obligation of the Company under the Agreements.

"Performance Obligations" means, the full and timely performance of all obligations to be performed by the Company and its assignees under or pursuant to the Agreements.

1.3 In this Guaranty:

(a) unless otherwise specified, references to Sections and clauses are references to Sections and clauses of this Guaranty; and

(b) except as otherwise specifically provided herein, including without limitation in this Section 1.3(b), references to any document or agreement, including this Guaranty, shall be deemed to include references to such document or agreement as amended, supplemented or replaced and in effect from time to time in accordance with its terms and subject to compliance with the requirements set forth therein;

1.4 The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Guaranty.

SECTION 2. Guaranty. Subject to the provisions hereof, Guarantor hereby unconditionally and irrevocably guarantees, to the Beneficiary, as primary obligor and not as surety, the full and prompt payment when due of the Payment Obligations and full and timely performance of the Performance Obligations. To the extent that Company shall fail to pay or perform any Guaranteed Obligations, Guarantor shall promptly pay to Beneficiary the amount due or perform the Guaranteed Obligation.

SECTION 3. Limitation on Guarantor's Liability. Guarantor's liability hereunder shall be and is specifically limited to the Guaranteed Obligations expressly required to be made or performed in accordance with the Agreements, and in no event shall Guarantor be subject hereunder to any indirect, special, incidental, exemplary or consequential damages, losses, or liability of any kind whatsoever, including loss of utilization or use, loss of opportunity, loss of profits, business interruption or expected income, or any other damages, costs or attorneys' fees. The foregoing limitation shall apply for any and all manners of liability including LIABILITIES based in contract, tort, statutory, regulatory, environmental or any basis in any law or equity. Subject to Section 22 herein, the maximum aggregate liability of Guarantor in respect of the Phase I Payments is limited to and shall not exceed Thirteen Million Six Hundred Forty-Four Thousand Dollars ($13,644,000) and in respect of the Phase II Payments is limited to and shall not exceed Three Million Four Hundred Eighty-Eight Thousand Dollars ($3,488,000), which amounts may be adjusted upward consistent with Section 1(c) and Section 1(d) of the Economic Development Agreement (it being also understood that any payment by Guarantor or Company of any portion of the EDA Payments shall limit and reduce Guarantor's maximum aggregate liability for the payment of the EDA Payments on a dollar-for-dollar basis). Except as specifically provided in this Guaranty, Beneficiary shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Guaranteed Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Company in the Agreement.

SECTION 4. Payment Demand. If Company fails or refuses to pay or perform any Guaranteed Obligations when due and owing, Beneficiary shall notify Company in writing of the manner in which Company has failed to pay and demand that payment be made by Company. If Company's failure or refusal to pay continues for a period of ten (10) Business Days after the date of Beneficiary's notice to Company, and Beneficiary has elected to exercise its rights under this Guaranty, Beneficiary shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Company has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay such Guaranteed Obligations and such payment shall be made to Beneficiary by Guarantor within ten (10) Business Days after receipt of such Payment Demand. A single written Payment Demand shall be effective as to any specific default under the Agreement that is susceptible of being cured by the payment of money during the continuance of such default and additional written demands concerning such default shall not be required until such default is cured.

SECTION 5. Nature of Guaranty. This Guaranty constitutes a guaranty of payment when due and not of collection, and Guarantor specifically agrees that it shall not be necessary or required that the Beneficiary exercise any right, assert any claim or demand or enforce any remedy whatsoever against Company, either before or as a condition to the obligations of Guarantor hereunder; *provided* that Guarantor shall have the benefit of and the right to assert any defenses against the claims of the Beneficiary which are available to Company, and which would have also been available to Guarantor if Guarantor had been in the same contractual position as Company under the Agreement, other than (i) defenses arising from the insolvency, reorganization or bankruptcy of Company, (ii) defenses expressly waived in this Guaranty, and (iii) defenses previously asserted by Company against such claims to the extent such defenses have been finally resolved in the Beneficiary's favor by a court of last resort or by arbitration conducted pursuant to the Agreement. For the avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Company to the Beneficiary under the terms and conditions of the Agreement.

SECTION 6. Unconditional Obligations. An action may be brought and prosecuted against Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Company, or whether Company is joined in any such action or actions. The liability of Guarantor under this Guaranty shall be continuing, irrevocable, absolute and unconditional irrespective of, and Guarantor hereby irrevocably waives, any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than satisfaction in full of the Guaranteed Obligations. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary upon the insolvency, bankruptcy or reorganization of Company or otherwise, all as though such payment had not been made and, in such event, Guarantor will pay to the Beneficiary upon demand an amount equal to any such payment that has been rescinded or returned.

SECTION 7. Waiver. Except as set forth in this Guaranty, Guarantor hereby unconditionally waives (a) presentment, demand of payment, protest for nonpayment or dishonor,

diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations by the Beneficiary, and (b) any requirement that the Beneficiary enforce or exhaust any right or remedy or take any action against Company.

SECTION 8. Subrogation; Setoffs and Counterclaims. Guarantor will not exercise any rights which it may acquire by way of rights of subrogation under this Guaranty, by any payment made hereunder or otherwise, until the prior payment, in full, of all Guaranteed Obligations (or such lesser amount as is required to be paid by Guarantor hereunder) and other amounts owing by Guarantor hereunder; provided, however, that if (a) Guarantor has made payment to Beneficiary of all or any part of the Guaranteed Obligations, and (b) all Guaranteed Obligations and other amounts owing by Guarantor hereunder have been paid in full, Beneficiary agrees that, at Guarantor's request, Beneficiary will execute and deliver to Guarantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to Guarantor of an interest in the Guaranteed Obligations resulting from such payment by Guarantor. So long as any Guaranteed Obligations remain outstanding, Guarantor shall refrain from taking any action or commencing any proceeding the Company (or its successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in the respect of payments made under this Guaranty to any Beneficiary. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, set-offs, counterclaims and other defenses to which Company or any other AFFILIATE of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Company.

SECTION 9. Representations and Warranties. Guarantor hereby represents and warrants, as follows:

(a) Guarantor is a limited liability company duly organized and validly existing under the laws of Delaware.

(b) The execution, delivery and performance by Guarantor of this Guaranty are within Guarantor's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) Guarantor's organizational documents, (ii) any contractual restriction binding on or affecting Guarantor or (iii) applicable law.

(c) No authorization or approval by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery and performance by Guarantor of this Guaranty.

(d) There is no action, suit or proceeding now pending or, to Guarantor's knowledge, threatened against Guarantor before any court, administrative body or arbitral tribunal that could be reasonably likely to have a material adverse effect on Guarantor's ability to perform its obligations under this Guaranty.

SECTION 10. Governing Law. This Guaranty shall be governed by and interpreted in all respects in accordance with the laws of the State of New York, United States of America, without reference to conflicts of laws (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 11. Dispute Resolution.

(a) Meeting. In the event a dispute, controversy, or claim arises between Guarantor and Beneficiary relating to this Guaranty, the aggrieved party shall promptly provide notice of the dispute to the other party after such dispute arises. A meeting shall be held within fifteen (15) days between the parties, attended by representatives of the parties with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) Consent to Jurisdiction. Each of the Parties hereto hereby agrees that any legal action or proceeding arising out of or relating to this Guaranty, or for recognition or enforcement of any judgment shall be brought in or removed to the federal or state courts located in a state court located within Miami County, Indiana or a federal court located within St. Joseph County, Indiana to the exclusion of any and all other courts, forums or venue. By execution and delivery of this Guaranty, the Parties hereto accept, for themselves and in respect of their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereto hereby irrevocably consents to the service of process out of any of the aforementioned courts in any manner permitted by law. Each Party hereto hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Guaranty brought before the foregoing courts on the basis of forum non-conveniens.

SECTION 12. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER, OR IN RESPECT OF THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE BENEFICIARY OR GUARANTOR.

SECTION 13. Amendments, Etc. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor or the Beneficiary herefrom, shall in any event be effective unless the same shall be in writing and signed by the Beneficiary and Guarantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied or delivered to each of the Parties as follows: if to Guarantor to: Savion, LLC, 422 Admiral Boulevard, Kansas City, MO 64106, Attn: President and General Counsel and if to the Beneficiary to: Miami County Commissioners, 25 N. Broadway, Peru, IN 46970. All such notices and other communications shall be effective (a) if mailed, five (5) Business Days after deposit in the mails, postage prepaid, certified or registered, return receipt requested, (b) if telecopied, when sent and receipt has been confirmed by telephone (c) if delivered by hand or by courier, when signed for by or on behalf of the relevant Party, and (d) if sent by overnight delivery service (e.g., Federal Express, Emery, DHL or AirBorne), on the next Business Day.

SECTION 15. No Waiver Remedies. No failure on the part of the Beneficiary or Guarantor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 16. Severability. In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 17. Counterparts. This Guaranty may be executed in one or more counterparts. Delivery of an executed signature page of this Guaranty by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

SECTION 18. Entire Agreement. This Guaranty and any agreement, document or instrument referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect of the subject matter hereof.

SECTION 19. Continuing Guaranty. Notwithstanding anything to the contrary in the Agreement, this Guaranty is a continuing guaranty and shall remain in full force and effect until the earliest to occur of (a) the end of the actual life of the Project including decommissioning or (b) December 31, 2069.

SECTION 20. Successors and Assigns. This Guaranty shall be binding upon the Parties and their successors and assigns and inure to the benefit of and be enforceable by the Parties and their successors and assigns.

SECTION 21. Assignment. Guarantor may assign this Guaranty, with prior written notice to Beneficiary but without the need for consent of Beneficiary, to any other company or other entity that has comparable experience to Guarantor in guaranteeing similar amounts to the Guaranteed Obligations and a net worth of a minimum of $25,000,000 as confirmed by audited financial statements as of the most recent fiscal year.

SECTION 22. Guaranty of Collection Costs. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay all attorneys' fees and all other costs and expenses incurred by the Beneficiary (or awarded to the Beneficiary) in a reasonable amount that may be incurred by Beneficiary in the enforcement of this Guaranty, together with interest (including post-petition interest to the extent a petition is filed by or against Company under the Code) at the rate of 8% per annum on any Guaranteed Obligations not paid when due.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor and the Beneficiary have caused this Guaranty to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Savion, LLC

By:_____
Name:_____
Title:_____

Accepted and agreed to
as of the date first
above written:

By:_____
Name:_____
Title:_____