

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (this “**Agreement**”) is made as of the 8th day of November, 2021, by and between Stampede Solar Project, LLC, a Delaware limited liability company (“**Stampede**”), and Hopkins County, Texas (“**Hopkins County**”) (collectively, Stampede and Hopkins County are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**”).

RECITALS:

A. Stampede is developing a solar electrical generation (the “**Project**”) on a site located in Hopkins Counties, Texas, and;

B. The Parties agree that it is in the best interest of each to memorialize the rights, obligations and responsibilities of the Parties with respect to Stampede’s use of Hopkins County roads during the construction and operation of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby stipulate and agree as follows:

1. Obligations of Stampede and Hopkins County

a. Transportation Route Consultation: Prior to commencing construction activities for the Project, Stampede agrees to consult with the Commissioner of Hopkins County (“**Commissioner**”) regarding the transportation route(s) to be used by Stampede. Stampede shall prepare a map indicating the approximate routes (the “**Roads**”) to be used in the construction and maintenance of the Project based on its consultations with the Commissioner and shall provide a copy of such map to the Commissioner. Any amendments that need to be made to the Roads or Project boundary shall be mutually agreed to in writing between the Parties, agreement to such amendments not to be unreasonably withheld by either Party.

b. Roads; Maintenance and Repairs:

(i) Pre-construction and Post-construction inspection and documentation: Prior to the commencement of construction of the Project, Stampede shall provide notice to the respective County Commissioner. A representative from Stampede and Hopkins County will perform an inspection and document (photographs or videotape) the condition of the Roads prior to construction (the “**Pre-Construction Inspection**”) and after the completion of the construction of the Project (the “**Post-Construction Inspection**”). The County shall perform the applicable inspection within ten (10) business days of receipt of written notice from Stampede. In the event that the Hopkins County fails to perform the applicable inspection within fourteen (14) business days of receipt of written notice, Stampede may perform the applicable inspection and the results shall be deemed accepted by Hopkins County. As an option, Stampede may request, and Hopkins County shall perform within fourteen (14) business days of receipt of written notice from Stampede, the Post-Construction Inspection on portions of Hopkins County roads prior to completion of the construction in the event that Stampede no longer requires use of those portions of Hopkins County roads for material construction activities. Should Hopkins County waive the right to participate in the Pre-Construction and Post-Construction Inspections. Stampede will provide the requisite documentation for Hopkins County’s review.

c. Cooperation: Parties agree to communicate and cooperate in good faith concerning the safe implementation of the Project and preventing or correcting any hazardous road conditions.

d. Temporary Access: Stampede shall promptly notify the Commissioner if it shall be necessary to construct or partially construct any temporary access on Hopkins County roads in order to construct the Project and Stampede shall further return all temporary access to its original status following construction unless agreement is reached by the Parties.

e. Maintenance: Hopkins County shall, at its expense, provide regular maintenance of the Roads including grading and repairing damaged areas along paved and unpaved roads used by Stampede during construction.

f. Stampede Security: Stampede shall provide a letter of credit (“LC”) in the amount equal to Fifty Thousand USD (\$50,000.00), which shall remain valid until the construction of the Project is complete. If Stampede is obliged to reimburse Hopkins County for repairs to damaged Roads, Hopkins County shall be entitled to draw down on the LC in the amount owed by Stampede.

2. **Indemnification**. Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other Party and such Party’s mortgagees, shareholders, affiliates, lenders, officers, employees, and agents (the “**Indemnified Party**”) against any and all losses, direct or indirect damages, claims, expenses, and other liabilities, including without limitation, attorney fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party; or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses, and other liabilities to the extent that they are caused by any negligent or willful act or omission on the part of the Indemnified Party.

3. **Limitations of Liability**. In no event shall (a) Stampede or any of its members, officers, directors, shareholders, affiliates, or employees, or (b) Hopkins County or any of its boards, elected officials, officers, or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any Party or their contractors, suppliers, employees, members, and shareholders for indirect, incidental, consequential, or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

4. **Insurance**. Stampede shall, during construction and operation of the Project, carry: (i) worker’s compensation insurance and employer’s liability insurance in accordance with the laws of the State of Texas; (ii) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence; and (iii) automobile liability insurance. Stampede shall provide proof of such insurance to Hopkins County upon the written request by Hopkins County.

5. **Compliance with Law**. Stampede shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations, judgments and other valid orders of any governmental authority with respect to Stampede’s activities associated with the Project and shall obtain permits, licenses and orders required to conduct any and all such activities. Notwithstanding the foregoing, there are no county permits necessary for Project overhead transmission crossings, driveways, or temporary improvements roadway.

6. **Default**. Any failure by a Party to this Agreement to perform a material obligation hereunder which is not remedied within thirty (30) days after receipt by the defaulting Party of written notice of such failure shall be deemed a default under this Agreement and allow the non-defaulting Party to terminate this

Agreement. Notwithstanding the foregoing so long as the defaulting Party has initiated and is diligently attempting to affect a cure, the defaulting Party's cure period shall extend for a time period reasonably sufficient for the default to be remedied.

7. **Relationship of the Parties.** The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall be not interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

8. **Assignment.** Stampede may wholly or partially assign its rights and obligations under this Agreement, including, without limitation, an assignment to an affiliate, lender or tax credit investor, without the consent of Hopkins County, in which event Stampede shall deliver written notice of such assignment to Hopkins County. Hopkins County and Stampede shall not assign this Agreement to a third party without the prior written consent of the non-assigning Party, such consent not to be unreasonably withheld.

9. **Dispute.**

a. In the event of any controversy, claim or dispute between the Parties arising out of or related to this Agreement ("**Dispute**"), within three (3) Business Days following the date of delivery of a written request by either Party, (i) each Party shall appoint as its representative a senior officer, and (ii) within a reasonable time thereafter, such senior officers shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. Dispute resolution may include mediation, upon mutual agreement of the Parties.

b. Any Dispute that is not resolved pursuant to Section 10(a) shall be submitted for confidential arbitration before a single arbitrator in accordance with the provisions contained herein and in accordance with the AAA Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules in effect at the time of the arbitration. The arbitration shall take place in Boston, MA unless agreed to otherwise by the Parties in writing. The award of the arbitrator shall be binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10. **Notices.** All notices required to be sent pursuant to this Agreement shall be made in writing and sent (including via facsimile or electronic transmission) to the Parties hereto at their respective addresses, fax numbers, or e-mail addresses listed below, or to such other address, fax number, or e-mail address as either such Party shall designate in writing to the other Party at any time.

If to Stampede:

Stampede Wind Project, LLC
Attn: General Counsel
100 Brickstone Square, Suite 300
Andover, MA 01810
Phone Number:
E-mail Address: generalcounsel@enel.com

If to the Hopkins County:

Attn: Robert Newsom, County Judge
118 Church Street

903 438 4006
rnewsom@hopkinscountytexas.org

11. **Counterparts.** This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

12. **Authorization.** Each Party hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of each respective Party.

[Signature Pages to follow]


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year above written.

Hopkins County

Chad Newsom
County Judge
11-8-2021

[NOTARY BLOCK]

Stampede Solar Project, LLC


By: Georgeas Papalimitriou
Title: CEO

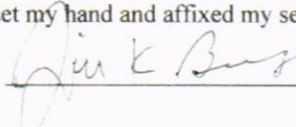
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex

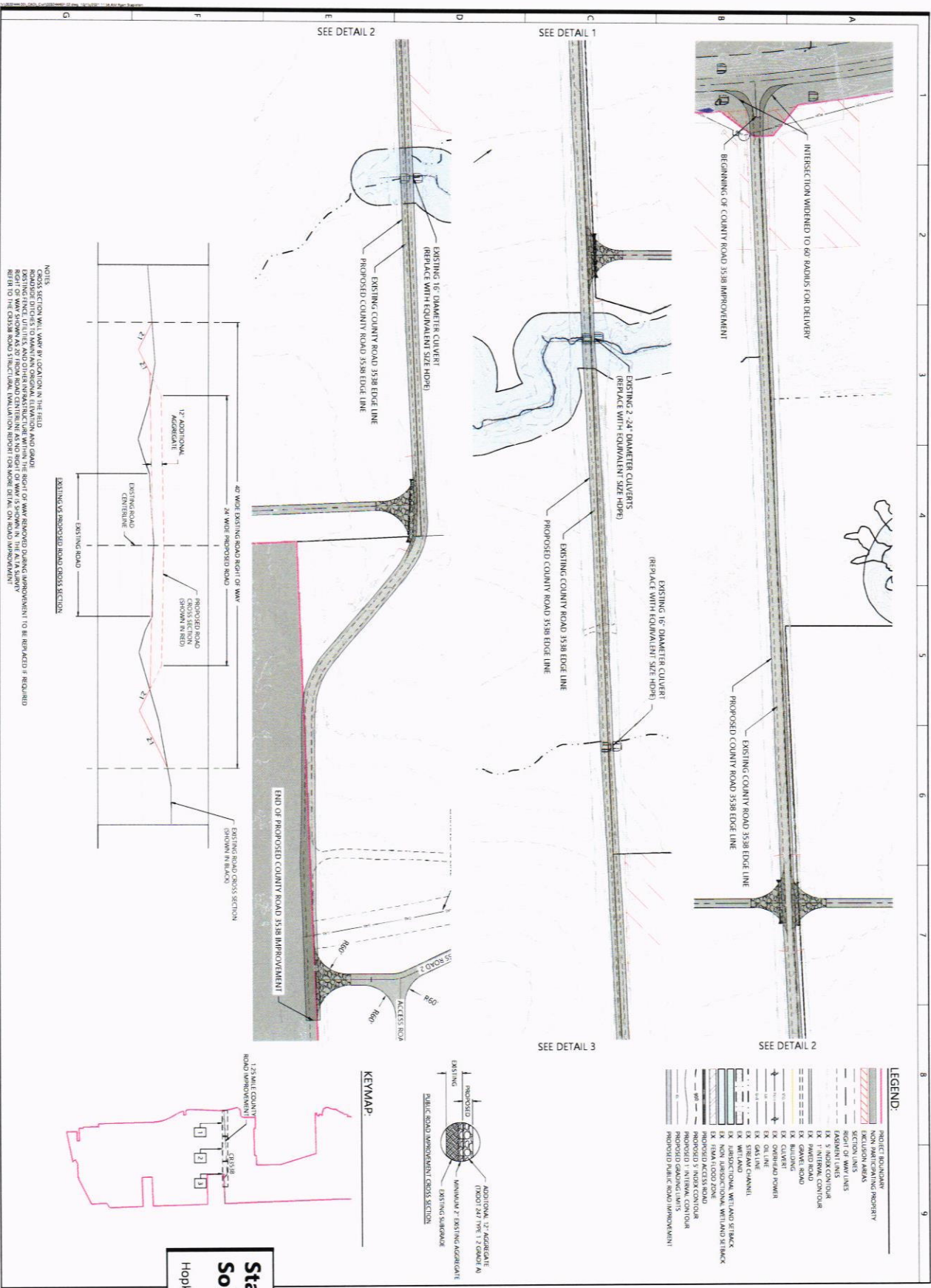
BE IT REMEMBERED, that on this 3 day of November, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came Georgeas Papalimitriou, CEO, the Member of Stampede Solar Project, LLC, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

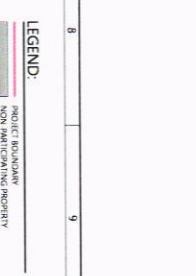
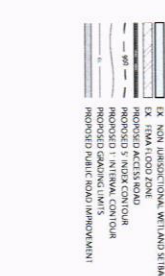
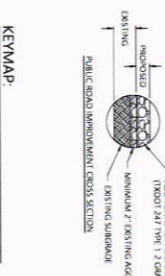
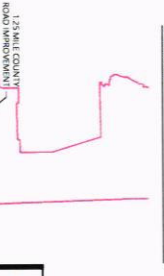
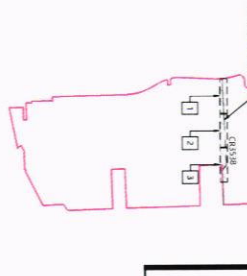
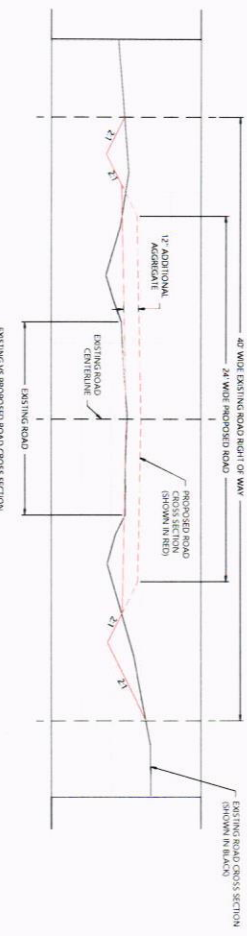
Notary Public
Jill K Barnes
Name of Notary Public
Term expires: 9/27/2024







NOTES:
 SECTION WILL VARY BY LOCATION IN THE FIELD.
 ROADWAY UTILITIES TO MAINTAIN ORIGINAL ELEVATION AND GRADE.
 DESTROY EXISTING UTILITIES AND OTHER INFRASTRUCTURE WITHIN THE RIGHT OF WAY REMOVED DURING IMPROVEMENT TO BE REPLACED IF REQUIRED.
 REFER TO THE CR3538 ROAD STRUCTURAL EVALUATION REPORT FOR MORE DETAIL ON ROAD IMPROVEMENT.



Westwood
 ENGINEERS ARCHITECTS INTERIORS
 1000 WESTWOOD BLVD SUITE 100
 WESTWOOD TEXAS 75091
 PHONE: 972.336.8000
 FAX: 972.336.8001
 WWW.WESTWOODTX.COM

idiea
 MASTERPLANNERS
 ENERGY ALTERNATIVES
 1000 WESTWOOD BLVD SUITE 100
 WESTWOOD TEXAS 75091
 PHONE: 972.336.8000
 FAX: 972.336.8001
 WWW.IDIEA.COM

enget
 Green Power
 1000 WESTWOOD BLVD SUITE 100
 WESTWOOD TEXAS 75091
 PHONE: 972.336.8000
 FAX: 972.336.8001
 WWW.ENGET.COM

Green Power
 WESTWOOD IEA
 DATE: 10/15/2021
 SHEET: C.350

Stampepe Solar Project
 Hopkins County, Texas
 CR 3538 Improvement Plan

NOT FOR CONSTRUCTION
 DATE: 10/15/2021
 SHEET: C.350



BNP PARIBAS
CORPORATE & INSTITUTIONAL BANKING

BNP PARIBAS
TRADE FINANCE SERVICES
787 SEVENTH AVENUE
NEW YORK, NY 10019

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 04164801

ISSUED: NOVEMBER 15, 2021

BENEFICIARY: HOPKINS COUNTY
118 CHURCH ST.
SULPHUR SPRINGS, TX 75482
ATTN: THE HONORABLE ROBERT NEWSOM, COUNTY JUDGE

APPLICANT: STAMPEDE SOLAR PROJECT, LLC
C/O ENEL GREEN POWER NORTH AMERICA, INC.
100 BRICKSTONE SQUARE, SUITE 300
ANDOVER, MA 01810

INITIAL EXPIRATION DATE AT OUR COUNTER (UNLESS EVERGREEN):
NOVEMBER 15, 2022

FINAL EXPIRATION DATE AT OUR COUNTER: 3/31/2023

LADIES AND GENTLEMEN:

WE, BNP PARIBAS, ACTING THROUGH ITS NEW YORK BRANCH ('ISSUER') DO HEREBY ISSUE THIS IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. 04164801 BY ORDER OF, FOR THE ACCOUNT OF AND ON BEHALF OF STAMPEDE SOLAR PROJECT, LLC ('APPLICANT') AND IN FAVOR OF HOPKINS COUNTY ('BENEFICIARY'). THE TERM 'BENEFICIARY' INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY INCLUDING WITHOUT LIMITATION ANY LIQUIDATOR, RECEIVER OR CONSERVATOR.

THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AND WE GUARANTY TO YOU THAT DRAFTS UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION AND SURRENDER OF CERTAIN DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS AVAILABLE IN ONE OR MORE DRAFTS AND MAY BE DRAWN HEREUNDER FOR THE ACCOUNT STAMPEDE SOLAR PROJECT, LLC OF UP TO AN AGGREGATE AMOUNT NOT EXCEEDING USD 50,000.00. THIS LETTER OF CREDIT IS DRAWN AGAINST BY PRESENTATION TO US AT OUR OFFICE LOCATED AT BNP PARIBAS RCC INC., NEWPORT TOWER, SUITE 188 525 WASHINGTON BOULEVARD, JERSEY CITY, NJ 07310 ATTN: TRADE FINANCE OPERATIONS OF A DRAWING CERTIFICATE: (I) SIGNED BY AN OFFICER OR AUTHORIZED AGENT OF THE BENEFICIARY, (II) DATED THE DATE OF PRESENTATION, AND (III) THE



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Reference No.: 04164801

FOLLOWING STATEMENT:

'THE UNDERSIGNED HEREBY CERTIFIES TO BNP PARIBAS ('ISSUER'), WITH REFERENCE TO ITS IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. 04164801, DATED NOVEMBER 15, 2021, ISSUED ON BEHALF OF STAMPEDE SOLAR PROJECT, LLC ('APPLICANT') AND IN FAVOR OF THE HOPKINS COUNTY ('BENEFICIARY') THAT SAID APPLICANT HAS FAILED TO MAKE A PAYMENT IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE FOLLOWING, AS APPLICABLE:

... AND ALL AGREEMENTS TO WHICH APPLICANT AND BENEFICIARY ARE PARTIES, AS SUCH AGREEMENTS MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME, WHETHER NOW OR HEREAFTER EXECUTED, AND ANY REPLACEMENTS OR SUBSTITUTIONS THEREOF, (COLLECTIVELY, THE 'AGREEMENTS'). THE BENEFICIARY HEREBY DRAWS UPON THE LETTER OF CREDIT IN AN AMOUNT EQUAL TO USD...(UNITED STATES DOLLARS)'.

IF PRESENTATION OF ANY DRAWING CERTIFICATE IS MADE ON A BUSINESS DAY AND SUCH PRESENTATION IS MADE ON OR BEFORE 10:00 A.M. EASTERN TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE FOURTH BUSINESS DAY. IF THE DRAWING CERTIFICATE IS RECEIVED AFTER 10:00 A.M. EASTERN TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE FIFTH BUSINESS DAY.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO MARCH 31, 2023 (FINAL EXPIRATION DATE) FROM THE INITIAL EXPIRATION DATE HEREOF, UNLESS AT LEAST ONE HUNDRED TWENTY (120) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND YOU WRITTEN NOTICE AT THE ABOVE ADDRESS BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH PERIOD. HOWEVER, IN NO EVENT SHALL THIS LETTER OF CREDIT BE EXTENDED BEYOND THE FINAL EXPIRATION DATE.

THIS LETTER OF CREDIT MAY BE TRANSFERRED IN ITS ENTIRETY (BUT NOT IN PART) UPON PRESENTATION TO US OF A TRANSFER CERTIFICATE SIGNED BY THE BENEFICIARY IN THE FORM OF EXHIBIT A ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY AMENDMENT(S), IN WHICH THE BENEFICIARY IRREVOCABLY TRANSFERS TO SUCH TRANSFEREE ALL OF ITS RIGHTS HEREUNDER, WHEREUPON WE AGREE TO EITHER ISSUE A SUBSTITUTE LETTER OF CREDIT TO SUCH SUCCESSOR OR ENDORSE SUCH TRANSFER ON THE REVERSE OF THIS LETTER OF CREDIT.

ANY TRANSFER FEES ASSESSED BY THE ISSUER WILL BE PAYABLE SOLELY BY THE APPLICANT, AND THE PAYMENT OF ANY TRANSFER FEES WILL NOT BE A CONDITION TO THE VALIDITY OR EFFECTIVENESS OF THE TRANSFER OR THIS LETTER OF CREDIT. THIS LETTER OF CREDIT IS NOT TRANSFERABLE TO ANY PERSON OR ANY ENTITY WITH WHICH U.S. PERSONS ARE PROHIBITED FROM DOING BUSINESS UNDER APPLICABLE U.S. LAW OR REGULATION.'

DISBURSEMENTS UNDER THE LETTER OF CREDIT SHALL BE IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:



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1. THE AMOUNT, WHICH MAY BE DRAWN BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT, MAY BE REINSTATED BY THE AMOUNT OF ANY DRAWINGS HEREUNDER VIA AMENDMENT.

2. ALL COMMISSIONS AND CHARGES WILL BE BORNE BY THE APPLICANT.

3. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES PUBLICATION NO. 590 OF THE INTERNATIONAL CHAMBER OF COMMERCE, (THE 'ISP'), EXCEPT TO THE EXTENT THAT TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP, IN WHICH CASE THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK TO THE EXTENT THAT THE TERMS OF THE ISP ARE NOT APPLICABLE, PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ISP AND SUCH NEW YORK LAWS, THE ISP SHALL CONTROL.

4. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.


5. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A WRITTEN WAIVER.

NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.


6. PARTIAL DRAWING PERMITTED. A FAILURE TO MAKE ANY PARTIAL DRAWING AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

CERTAIN ADMINISTRATIVE SERVICES FOR BNP PARIBAS MAY BE PROVIDED BY BNP PARIBAS RCC, INC., BNP PARIBAS, THROUGH ITS CANADA BRANCH OR ANY DIRECT OR INDIRECT MAJORITY OWNED SUBSIDIARY OF BNP PARIBAS.

BNP PARIBAS



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE



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Reference No.: 04164801

EXHIBIT A

(FORM TO BE ADDRESSED TO THE NOMINATED BANK BY THE BENEFICIARY OF
A TRANSFERABLE CREDIT WHEN TRANSFERRING THE CREDIT IN ITS ENTIRETY
INCLUDING ALL EXISTING AND FUTURE AMENDMENTS, IF ANY)
... 200..

TO: ...

GENTLEMEN:

RE: LETTER OF CREDIT NO.
ISSUED BY:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY
IRREVOCABLY
TRANSFERS TO:

...
(NAME OF TRANSFEREE)
...
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE
LETTER OF CREDIT IN ITS ENTIRETY.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN
SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE AND THE
TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING
SOLE RIGHTS RELATING TO ANY AMENDMENTS WHETHER INCREASES OR EXTENSIONS
OR OTHER AMENDMENTS AND WHETHER NOW
EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED
DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE
TO THE UNDERSIGNED BENEFICIARY.

THE LETTER OF CREDIT IS RETURNED HERewith, AND WE ASK YOU TO
ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECT TO
THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

VERY TRULY YOURS,

SIGNATURE OF
BENEFICIARY
SIGNATURE AUTHENTICATED AND
SIGNOR IS AUTHORIZED TO REQUEST SAID TRANSFER

...
(BANK)
...
(AUTHORIZED SIGNATURE)