

FIRST AMENDMENT TO ROAD MAINTENANCE AND REPAIR AGREEMENT

THIS FIRST AMENDMENT TO ROAD MAINTENANCE AND REPAIR AGREEMENT (“First Amendment”) is made as of the 30 day of November, 2018, by and between East Fork Wind Project, LLC (“Company”) and the County of Thomas County, Kansas (“County” and together with the Company, the “Parties” and each, individually, a “Party”).

RECITALS:

A. **WHEREAS**, Company and County entered into that certain Road Maintenance and Repair Agreement dated as of the 5th day of November, 2018 (the “Agreement”).

B. **WHEREAS**, Company and County desire to clarify certain terms and conditions of the Agreement related to Company’s reimbursement of certain County expenses.

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 First Amendment hereby stipulate and agree to amend the Agreement as follows:

- The third full paragraph of Section 1 of the Agreement “Obligations of Company” is hereby deleted in its entirety and replaced with the following: “Company shall reimburse County for the reasonable expenses incurred by the County Road Supervisor for work that is performed at the request of Company and directly attributable to the implementation of this Agreement within thirty (30) days of Company’s receipt of an itemized invoice detailing the expense to be reimbursed; provided, however that Company’s reimbursement obligation hereunder shall be limited to an aggregate amount of \$1,000 (the “Cap”) during the term hereof. In the event that the County Road Supervisor anticipates exceeding the Cap in performing the work contemplated herein, the County Road Supervisor shall so notify Company and shall obtain Company’s approval prior to incurring any costs or expenses in excess of the Cap.”
 - As amended hereby, the Agreement, and each and every provision thereof is hereby ratified and confirmed by Company and County and shall remain in full force and effect by and between Company and County.
 - The provisions of this First Amendment are binding upon and inure to the benefit of the Parties, their successors and assigns.
 - This First Amendment 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 and original.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

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

Thomas County, Kansas By: Board of County Commissioners		
Mike Baughn, Chairman		

Attest:	December 16, 2019	
Shelly A. Harms, County Clerk	Shelly A. Harms	

Accepted And Agreed by:

East Fork Wind Project, LLC

By: Jonathan S. Koehn
Name: Jonathan S. Koehn
Title: Vice President