

**AMENDMENT TO AGREEMENT FOR USE AND RESTORATION OF  
HAUL ROADS**

**THIS AMENDMENT TO AGREEMENT FOR USE AND RESTORATION OF HAUL ROADS** (this “**Agreement**”) is made and entered into as of April 24, 2020 (the “**Amendment Effective Date**”) by and between **BLOM TOWNSHIP, SOUTH DAKOTA** (“**Township**”), and **TATANKA RIDGE WIND, LLC**, a Delaware limited liability company (“**Tatanka**”). Township and Tatanka are sometimes referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Township and Tatanka entered into that certain Agreement for Use and Restoration of Haul Roads (“**Agreement**”) dated and effective as of April 5, 2019, regarding Tatanka’s use of public roads in Blom Township.

B. The Parties desire to extend the term of the Agreement to September 1, 2021.

C. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Township and Tatanka hereby further amend the Agreement as follows:

1. **Amendments Relating to the Term.** The Agreement is hereby amended to extend the Term until September 1, 2021. In connection with the foregoing amendment, Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3. Term. The term of this Agreement and the rights granted and obligations incurred herein begin as of the Effective Date and end on September 1, 2021, unless extended by a mutual written agreement.”

2. **Amendments Relating to the Restoration of Roads.** With the extension of the Term, the notice period regarding road restoration is also extended to June 1, 2021. In connection with the foregoing amendment, Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6. Restoration of Roads. After Tatanka has finished using the Haul Route, Tatanka will restore the Haul Roads to the same condition, or better, as that set forth on Appendix E – Blom Township Haul Route Inspection Report. Restoration includes, but is not limited to, subgrade condition, thickness and gradation of gravel, roadway profile, shoulders, culverts, bridges, ditches, and other structures affected as a result of the use of a Township Road as a Haul Road. So long as Tatanka receives written notice from Township by June 1, 2021 of any of Tatanka’s changes to the Haul Route that Township wants left intact (for example, if a Township Road was widened by Tatanka and Township wants the

road to be kept in its widened state past August 1, 2021), Tatanka will honor Township's request. Township will send any such notice to Tatanka at: Jebby Varughese, Manager – Project Engineering, Two Radnor Corporate Center, Suite 200, 100 Matsonford Rd, Radnor, PA 19087.”

**3. Amendments Relating to the Post-Construction Survey.** With the extension of the Term, the timing of the post-construction survey and repair obligations are also extended. Accordingly, Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

10. Post-Construction Survey. Before July 21, 2021, the parties will perform a post-construction survey and identify and any damage done to the Haul Route that is the responsibility of Tatanka to repair. Tatanka shall complete all repairs to such damage by September 1, 2021, unless this date is extended by mutual agreement.

**4. Amendments Relating to the Final Inspection.** With the extension of the Term, the final inspection will be held in March, 2022. Accordingly, Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

“11. Final Inspection. A final inspection will be held by representatives of Tatanka and Township in March, 2022 to determine that no further restoration is required due to settling or other factors, and if further restoration is required, Tatanka will complete the additional restoration within sixty (60) days.”

**5. Miscellaneous.**

5.1 Governing Law. This Amendment and all matters arising hereunder or in connection herewith shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota.

5.2 Ratification. The Agreement, as amended by this Amendment, is hereby ratified and affirmed and shall continue in full force and effect.

5.3 Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Effect of Headings. Headings appearing in this Amendment are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof.

**6. Counterparts.** This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]



