

STATE OF ILLINOIS) RESOLUTION 1
)
COUNTY OF LIVINGSTON)
)
VILLAGE OF CAMPUS)

APPROVAL OF A WIND ENERGY CONVERSION SYSTEM WITHIN ONE AND A HALF MILES OF THE VILLAGE CORPORATE LIMITS AND STATEMENT OF SUPPORT FOR THE DEVELOPMENT OF A WIND ENERGY CONVERSION SYSTEM IN THE TOWNSHIPS OF ROUND GROVE AND BROUGHTON, LIVINGSTON COUNTY, ILLINOIS

RESOLUTION NUMBER 1

A RESOLUTION approving development, construction and operation of a wind energy conversion system (“WECS”) project, or any part thereof, within one and a half (1½) miles of the corporate limits of the Village of Campus (“Village”) by Illinois Generation LLC, a Delaware limited liability company, and its affiliates and assignees (collectively “Developer”) to be located within the area identified on the preliminary project map attached as Exhibit B (the “Project Map”), proclaiming support for the development of a WECS project by Developer within Round Grove and Broughton Townships in Livingston County, Illinois, including without limitation, construction of fifteen (15) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the “Project”), and authorizing the Mayor of the Village of Campus to execute a letter to the Livingston County Board and Livingston County Zoning Board of Appeals advising of this Resolution and the Village’s approval of and support for the development of the Project, including without limitation that portion within one and a half (1½) miles of the Village corporate limits.

WHEREAS, the Village is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and its own duly adopted Municipal Code, located in the Townships of Round Grove and Broughton and the County of Livingston;

WHEREAS, Livingston County Code of Ordinances Part II, Chapter 56, Article VIII, § 56-618(h)(4) states, “An incorporated village or municipality must approve the location of any tower to be located within one mile and a half miles of the corporate limits of such incorporated village or municipality.”;

WHEREAS, the Village has determined that the development, construction and operation of the Project by Developer, including the portion within one and a half miles of the corporate limits of the Village, and including but not limited to WECS towers, access roads and underground collection lines, will improve the general welfare of the residents of the Village;

WHEREAS, the Village is authorized and empowered under the Illinois Municipal Code, the Livingston County Code of Ordinances, and the Village Code of Ordinances to approve the development, construction and operation of a WECS project or any part thereof, including but not limited to WECS towers, access roads or underground collection lines, within one and a half miles of the Village corporate limits;

WHEREAS, to the extent the Village exercises its zoning authority, including under 65 ILCS 5/11-13-1 et seq., either currently or in the future, the Village wishes to waive any authority it has now or may have in the future to regulate construction of WECS towers, access roads or underground collection lines for the Project pursuant to State statutes or local ordinances including without limitation pursuant to 65 ILCS 5/11-13-26 and 55 ILCS 5/5-12020;

WHEREAS, the Village wishes to communicate its support for the development, construction and operation of the Project to the Livingston County Board and the Livingston County Zoning Board of Appeals;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF CAMPUS AS FOLLOWS:

Section 1: The Village of Campus hereby proclaims its support for the development, construction and operation of the Project by Developer in Livingston County, Round Grove and Broughton Townships, and within the one and a half (1½) mile radius from the Village limits, including but not limited to the development, construction and operation of WECS towers, access roads and underground collection lines.

Section 2: The Village of Campus hereby approves the development, construction and operation of the Project, or any part thereof, including but not limited to WECS towers, access roads and underground collection lines, by Developer within one and a half (1½) miles of the Village's corporate limits pursuant to Livingston County Code of Ordinances Part II, Chapter 56, Article VIII, § 56-618(h)(4), as set forth on the preliminary Project Map, so long as the Project otherwise satisfies County setback requirements pursuant to the Livingston County Code of Ordinances. The Village acknowledges that the final locations of the WECS towers, access roads and underground collection lines are subject to final engineering. The Village approves the Developer's right to relocate the WECS towers, access roads or underground collection lines identified on the preliminary Project map to any other portion of the Project, provided that WECS towers sited within one and a half (1½) miles of Village corporate limits may shift by one second or more of latitude and longitude only with additional approval by the Village.

Section 3: To the extent the Village of Campus exercises its zoning authority including under 65 ILCS 5/11-13-1 et seq. either currently or in the future, the Village hereby waives any authority that it has now or will have in the future to regulate the Project or any part or portion thereof, including but not limited to WECS towers and constructed within the one and a half (1½) mile radius of the Village limits, pursuant to State statute or local ordinance, including without limitation pursuant to 65 ILCS 5/11-13-16 and 55 ILCS 5/5-12020.

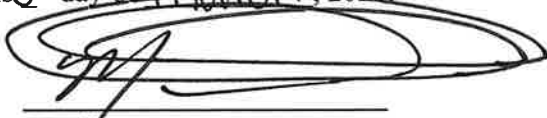
Section 4: The Village of Campus hereby authorizes the Mayor of the Village of Campus to execute and send the Letter of Support attached as Exhibit A to this Resolution to the Livingston County Board and the Livingston County Zoning Board of Appeals.

Section 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Passed this 8th day of March, 2023.

Ayes: 4
Nays: 0
Absent: 1
Abstain: 1

Approved this 8th day of March, 2023.

Signed: 
Matthew D. Galeaz
Village Mayor


Attest: 
Kelsey Kambic
Village Clerk

EXHIBIT A TO RESOLUTION

LETTER OF SUPPORT FOR WECS PROJECT DEVELOPMENT

March 8, 2023

To: Livingston County Board
Livingston County Zoning Board of Appeals

Dear Livingston County Board and Livingston County Zoning Board of Appeals:

On March 8, 2023, the Village of Campus Board of Trustees passed Resolution 1 proclaiming the Village's support for the development, construction and operation of a wind energy conversion system ("WECS") project by Illinois Generation LLC and its affiliates and assigns (collectively, "Developer") in Livingston County, Round Grove and Broughton Townships (the "Project"), and within a one and a half (1½) mile radius from the Village limits, including but not limited to the development, construction and operation of WECS towers and underground collection lines, pursuant to Livingston County Code of Ordinances Part II, Chapter 56, Article VIII. Further by Resolution 1 the Village approves and supports the development, construction and operation of the the Project by Developer, including but not limited to WECS towers and underground collection lines, within the one and a half (1½) mile radius of the corporate limits of the Village of Campus pursuant to Livingston County Code of Ordinances Part II, Chapter 56, Article VIII, § 56-618(h)(4), as set forth on the preliminary Project Map attached as Exhibit B to Resolution 1 (the "Project Map"), so long as the Project otherwise satisfies County setback requirements pursuant to the Livingston County Code of Ordinances. The Village acknowledges that the final locations of the WECS towers or underground collection lines are subject to final engineering. The Village approves the Developer's right to shift the WECS towers, access roads or underground collection lines identified on the preliminary Project map, provided that WECS towers sited within one and a half (1½) miles of Village corporate

limits may shift by one second or more of latitude and longitude only with additional approval by the Village.

Resolution 1 is enclosed herein.

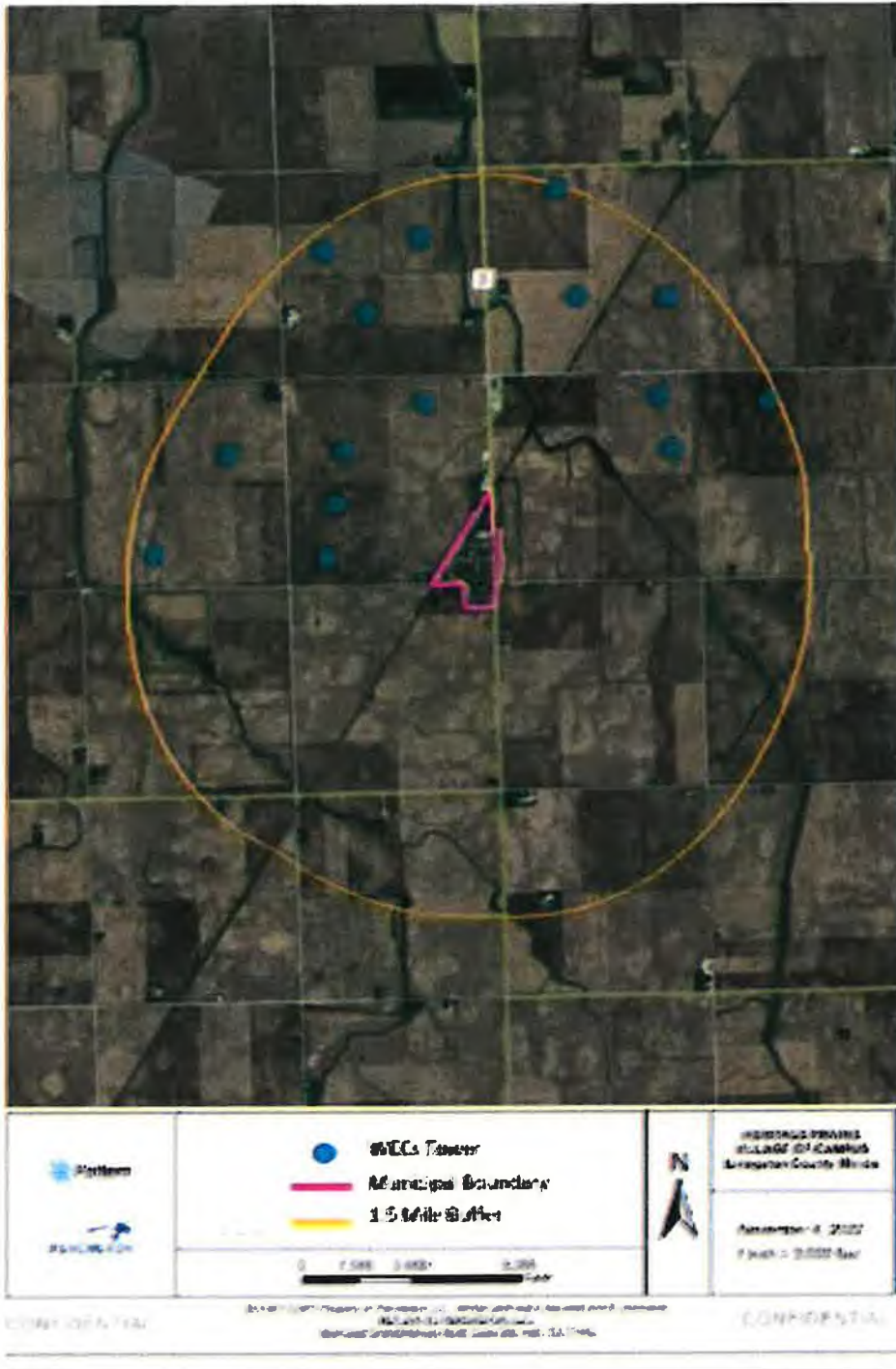
Sincerely,

VILLAGE OF CAMPUS

A handwritten signature in black ink, appearing to read 'M. D. Galeaz', is written over a horizontal line. The signature is stylized and somewhat cursive.

Matthew D. Galeaz
Village Mayor

EXHIBIT B TO RESOLUTION
PRELIMINARY PROJECT MAP



STATE OF ILLINOIS) RESOLUTION 2
)
COUNTY OF LIVINGSTON)
)
VILLAGE OF CAMPUS)

APPROVAL OF COMMUNITY BENEFIT AGREEMENT

RESOLUTION NUMBER 2

A RESOLUTION approving the Community Benefit Agreement attached as Exhibit A to this Resolution (the “CBA”) and authorizing the Mayor of the Village of Campus to execute the CBA or a Community Benefit Agreement in substantially similar form.

WHEREAS, the Village of Campus (“Village”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and its own duly adopted Municipal Code, located in the Townships of Round Grove and Broughton and the County of Livingston;

WHEREAS, the Village has determined that entering into the CBA will improve the public health, safety, morals and general welfare of the residents of the Village;

WHEREAS, the Village is authorized and empowered under the Illinois Municipal Code, the Livingston County Code of Ordinances and the Village Code of Ordinances to approve the CBA and to authorize the Village Mayor to execute a CBA in substantially similar form as the CBA attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF CAMPUS AS FOLLOWS:

Section 1. The Village of Campus hereby approves the CBA and authorizes the Mayor of the Village of Campus to execute the CBA or a Community Benefit Agreement in substantially similar form.

Section 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution, or any part thereof. The Village Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Passed this 8th day of March, 2023.

Ayes: 4

Nays: 0

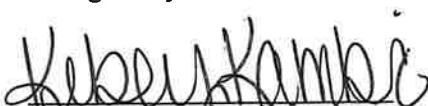
Absent: 1

Abstain: 1

Approved this 8th day of March, 2023.

Signed: 

Matthew D. Galeaz
Village Mayor

Attest: 

Kelsey Kambic
Village Clerk

EXHIBIT A TO RESOLUTION
COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“**Agreement**”) is entered into by and between the Village of Campus (“**Village**”), an Illinois municipal corporation and Illinois Generation LLC (“**IG**”), a Delaware limited liability company. The signatories to this Agreement may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” The effective date of the Agreement is the last date of execution as between the Parties (the “**Effective Date**”).

RECITALS

WHEREAS, IG intends to construct, own and operate a wind energy conversion system project including, without limitation, construction of fifteen (15) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the “**Project**”) in Livingston County pursuant to Chapter 56 of the Livingston County Zoning Ordinance, which will generate significant private investment, job creation and future tax revenue for various regional taxing districts located in Livingston County.

WHEREAS, the Village is a municipality in Livingston County, IL that will support the overall development and construction of the Project and provide other good and valuable consideration. This support is anticipated to be ongoing during the operation phase of the Project.

WHEREAS, IG anticipates that one or more wind energy conversion system towers (“**WECS towers**”) will be constructed within a one-and-a-half (1½)-mile radius of the corporate limits of the Village.

WHEREAS, the Village has adopted Resolution 1 (the “**Resolution**”) expressly approving and supporting development and operation of the Project by IG, including without limitation, construction of fifteen (15) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits, as such boundaries exist as of the Effective Date, pursuant to Livingston County Code of Ordinances Part II, Chapter 56, Article VIII, § 56-618(h)(4), subject to certain limitations set forth in Resolution 1.

WHEREAS, the Village acknowledges and agrees that IG has adequately consulted with the Village and accommodated the Village with respect to all aspects of the Project and expressly acknowledges, covenants and confirms that this Agreement serves as its consent, approval and support of the Project.

WHEREAS, the Village acknowledges the many benefits of the Project, including renewable energy, payments to participating property owners in the community, tax revenues to schools and other taxing districts that support the community, job growth and direct and indirect economic benefits of a significant financial investment in the area by the Project.

WHEREAS, in addition to the benefits noted above and in recognition of the Village’s existing and ongoing support for Project development efforts, and other good and valuable

consideration, IG desires to additionally contribute to the welfare and betterment of the Village community by providing funds to the Village for the purpose of supporting community development in the Village.

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois units of local government, such as the Village, may contract with private entities, such as IG, for any purpose not prohibited by law or ordinance.

NOW THEREFORE, it is agreed by and between the Parties as follows.

AGREEMENT

1. **Recitals.** The recitals stated above are hereby incorporated into the body of this Agreement.
2. **Community Donation.** In accordance with IG's desire to contribute to the welfare and betterment of the Village and for the purpose of supporting community development in the Village, IG shall make the following Donations (as defined below):
 - a. IG shall make a donation of Twenty-Five Thousand dollars and no cents (\$25,000.00) multiplied by the number of WECS towers approved in the Resolution within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date (the "**Guaranteed Donation**"), as further depicted in the project map attached as Exhibit A (the "**Project Map**"). The Guaranteed Donation shall consist of the following donations defined in this Section 2a and shall be paid as follows:
 - i. Within forty-five (45) days of the Effective Date, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the "**Initial Donation**").
 - ii. Within forty-five (45) days of IG's receipt of a non-appealable Special Use Permit ("**SUP**") from Livingston County for the Project, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the "**SUP Donation**").
 - iii. Within forty-five (45) days of the Commercial Operation Date (as defined below) of the Project, IG shall make a one-time donation to the Village of the final one-third (1/3rd) of the Guaranteed Donation (the "**Commercial Operation Date Donation**").
 - b. Provided the Agreement and Resolution are executed and delivered by the Village on or before March 15, 2023, IG shall make a further donation of Ten Thousand Dollars and no cents (\$10,000) (the "**Supplementary Donation**") to the Village which donation shall be payable within forty-five (45) days of such execution and delivery by the Village.
 - c. Contingent upon (a) the occurrence of the commencement date for commercial operation of electricity production for sale by the Project to a third-party power purchaser, offtakers, merchant buyer, spot market buyer, or other third-party purchaser (and excluding the production of any "test" energy) (such date the

“**Commercial Operation Date**” or “**COD**”) and (b) the placement of a minimum of one (1) WECS tower within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, IG shall make an Annual Donation (as defined below) to the Village in the amount of Two Thousand dollars and no cents (\$2,000.00) per WECS Tower constructed within one and a half (1½) miles of the limits of the Village as such limits exist as of the Effective Date (the “**Annual Donation**”, collectively with the Guaranteed Donation and the Supplementary Donation, the “**Donations**”), with the first Annual Donation due within forty-five (45) days of the first (1st) anniversary of the COD and each subsequent Annual Donation due each year on the anniversary of the initial Annual Donation for the Term of this Agreement. Starting on the second (2nd) anniversary of the COD and for each Annual Donation thereafter, the Annual Donation shall increase by two percent (2%) over the previous years’ Annual Donation. For certainty and notwithstanding anything to the contrary, if the Village corporate limits change at any time during the term such that the number of WECS towers located within one and a half (1½) miles of the new village corporate limits is different than the number of WECS Towers that existed within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, the quantum of the Annual Donation shall not change.

- d. The Parties recognize that IG may elect to enter into similar community benefit agreements with other incorporated municipalities to obtain cooperation with the approval and development of WECS towers for the Project. In this event, IG covenants that the financial terms of any such agreement for the Project will mirror the per turbine compensation amounts described in Sections 2(a) and 2(c) of this Agreement. If they do not, and the compensation terms in the other agreement(s) are more favorable than that established in Sections 2(a) and 2(c) herein, IG will be obligated to increase the formula amounts in this Agreement to match those of any other similar agreement entered into with a municipality to benefit the Project.
- e. The Parties acknowledge and agree that the payment of the Donations by IG to the Village in accordance with this Agreement is not intended to and does not, in any way, fetter the discretion of the Village to execute and deliver the Agreement and the Resolution.

3. **Term.** IG shall pay the Annual Donation within forty-five (45) days of the first (1st) anniversary of the COD and then each year thereafter as set forth in Section 2(c) for thirty-eight (38) additional years (resulting in thirty-nine (39) payments total) (the “**Term**”), unless either of the following events takes place prior to the expiration of the Term, in which case the Term shall be amended to expire as follows:

- a. If all WECS towers are decommissioned within one and a half (1½) miles of the Village corporate limits, as such limits exist as of the Effective Date, then IG shall pay the Annual Donation each year until such decommissioning commences, at which time IG’s obligation to pay the Annual Donation shall cease. IG shall provide notice in writing to the Village of commencement of decommissioning resulting in an expiration of the Term.

- b. If the Commercial Operation Date has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate.

4. **No Guarantee of Project.** The decision to proceed with or terminate the development or operation of the Project rests solely with IG. By entering into this Agreement, IG in no way guarantees that Project development will proceed or that the Project will achieve a COD or that the Project will continue operations after achievement of the COD.

5. **Village Covenants.** The Village shall continue to provide reasonable support for, and not object to, IG's Project development, construction, replacement and maintenance efforts in Livingston County including without limitation providing documentation reasonably requested by IG for interested parties, including but not limited to Livingston County, other governmental entities, and investors and lenders in the Project, confirming the ongoing validity of the approvals identified in Resolution 1. The Village further acknowledges and agrees that it shall not use all or any portion of the Donations, whether directly or indirectly, to fund any litigation, appeals or other actions (including via third-parties or affiliates of the Village) that seek to oppose, frustrate, restrict, or challenge the development construction, operation or decommission of the Project. For greater certainty, the foregoing covenant does not in any way restrict the Village from participating in any Project related consultations.

6. **Supervening Law.** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or all of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

7. **Negation of Partnership and Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the Parties. Each party hereto shall be solely responsible for carrying out the responsibilities assumed by it under this Agreement and no party shall be liable for the acts or omissions of the others in performing its responsibilities.

8. **Events of Default.** Each of the following shall constitute an "Event of Default," which shall permit the non-defaulting Party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

- (a) any failure by IG to pay the Donations when due if the failure to pay continues for thirty (30) days after the Village delivers Notice of such failure to IG; and
- (b) any other material breach of this Agreement by IG or any breach of Sections 5, 12, or 18 of this Agreement by the Village, which continues for forty-five (45) days after (i) written notice of default from the non-defaulting Party or, (ii) if the cure will take longer than forty-five (45) days, the length of time necessary to effect such cure so long as the defaulting Party commences to cure within the forty-five (45) day period and continuously and diligently pursues the cure to completion.

9. **Specific Performance Available in Event of Default.** Upon occurrence of an Event of Default, the non-defaulting party shall have the right to seek an order from a court of competent jurisdiction enforcing specific performance of this Agreement. The Parties further agree that the election of this remedy does not waive any other remedies available in equity or under law, including but not limited to injunctive relief or monetary damages.

10. **Refund of the Donations in Event of Material Breach.** Upon the occurrence of a material breach of this Agreement by the Village prior to the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG that portion of the Guaranteed Donation made pursuant to this Agreement to the date of such material breach. Upon the occurrence of a material breach of this Agreement by the Village following the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG the aggregate amount of any Annual Donations made pursuant to this Agreement within the five (5) year period prior to the date of such breach. For certainty and notwithstanding anything to the contrary, as long as there was no such breach prior to the COD, the Village is not liable for refunding any portion of the Guaranteed Donation, which vests at COD.

11. **Waiver.** Waiver by any Party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the Parties.

12. **Foreign Corrupt Practices Act.** The Village acknowledges and agrees that IG and this Agreement are subject to compliance with anti-corruption legislation, including without limitation the *Foreign Corrupt Practices Act* (United States). The Village covenants and agrees that in no event shall any portion of the Donations be allocated, used, or otherwise made available for the giving or offering of a loan, reward, advantage or direct or indirect personal or financial benefit or gain of any kind to any Government Official. For the purposes of this Section 12, the term “**Government Official**” means any director, executive, employee, elected/appointed official (and their agents) of any government department, ministry, agency, legislature, political party, tribunal, regulatory authority, candidate for political office or government-owned company.

13. **Notices.** Any notice (“**Notice**”) required or permitted to be given under the terms of this Agreement shall be reduced to writing and shall be regarded as given (a) on the day when personally delivered or delivered by facsimile or email or (b) on the day after being sent by Federal Express (or comparable overnight deliver services), all fees prepaid or (c) on the third day after being placed in the United States mail with first class and certified mail return receipt requested postage fully prepaid and addressed to the parties at the following respective addresses:

If to IG, as follows:

Illinois Generation LLC
1201 Louisiana Street, Suite 3200

Houston, Texas 77002

with a copy to:

Illinois Generation LLC
c/o Pattern Energy Group LP
1088 Sansome Street
San Francisco, CA 94111
Attention: General Counsel
Fax: (415) 362-7900
Email: generalcounsel@patternenergy.com

with a copy to:

Illinois Generation LLC
c/o ConnectGen LLC
1001 McKinney Street, Suite 700
Houston, TX 77002
Attention: General Counsel
Email: contractadmin@connectgenllc.com

If to Village of Campus, as follows:

Village of Campus
Campus Municipal Building
P.O.BOX 116
CAMPUS, IL 60920
Fax:
Email:

14. **Headings**. The headings of the several paragraphs hereof are for convenience in reference only and shall not be construed to be a part of this Agreement.

15. **Amendment and Binding Effect**. This Agreement shall not be modified or amended except in writing signed by the Parties hereto.

16. **Severability**. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

17. **Jurisdiction**. This Agreement shall be deemed to have been entered into in the State of Illinois, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any rights or obligation of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Illinois. Any lawsuit arising from this Agreement shall be filed in the Circuit Court for the Eleventh Judicial Circuit in Livingston County, Illinois or in the United States District Court for the Central District of Illinois.

18. **Assignment.** IG shall have the right at any time, without need for the Village's consent or approval, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis. Upon such assignment, IG shall be released from its obligations under this Agreement, which obligations shall thereafter be the obligation of the assignee. IG shall have the right at any time, without need for the Village's consent or approval, to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "Lender") without the consent or approval of the Village; provided, however, that IG shall provide Notice of its mortgage or collateral assignment to Village with contact information for the Lender. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire IG's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of IG under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and the Village shall not accept a termination or release of this Agreement, without the prior written consent of all Lenders. The Village, upon providing IG any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. The Village shall accept any performance by or at the instigation of any such Lender as if the same had been done by IG (but no Lender shall have any obligation to remedy or cause the remedy of any default). All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon the Village so long as the Village remains an incorporated municipality in the State of Illinois and shall inure to the benefit of and be enforceable by the Village and IG, and their respective heirs, successors and assigns.


19. **Opportunity for Legal Counsel and No Drafting Presumption.** Each Party acknowledges having (a) had the opportunity to obtain its own independent legal advice with respect to this Agreement and the transactions contemplated hereby, and (b) sought such legal advice to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption of resolution of any ambiguity in this Agreement in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other actions necessary to authorize either Party's execution and delivery of this Agreement.

20. **Counterparts; Facsimile and PDF Delivery.** This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or by PDF file and upon such delivery the facsimile or PDF signature shall have the same force and effect as an original signature.

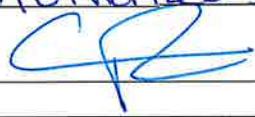
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers under authority duly granted by their respective governing bodies, have caused this Agreement to be executed, which will be effective and binding upon the parties only as of the date that both parties have executed this Agreement.

(Signature page to follow)

ILLINOIS GENERATION LLC

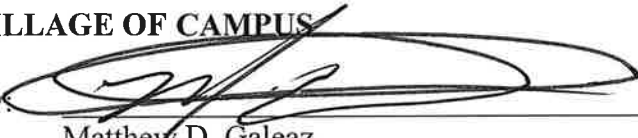
By: 
Print: Blake Rasmussen
Title: Authorized Signatory

Date 3/22/23

By: 
Print: _____
Title: _____

Date 3/10/23

VILLAGE OF CAMPUS

By: 
Matthew D. Galeaz
Village Mayor

Date 3/8/23

EXHIBIT A
PROJECT MAP



FIRST AMENDMENT TO COMMUNITY BENEFIT AGREEMENT

THIS FIRST AMENDMENT TO COMMUNITY BENEFIT AGREEMENT ("First Amendment") is made effective as of August 28, 2023 ("Effective Date"), by and between Village of Campus ("Village"), an Illinois municipal corporation and Illinois Generation LLC ("IG"), a Delaware limited liability company

RECITALS:

WHEREAS Village and IG entered into that certain Community Benefit Agreement dated March 22, 2023 (the "Agreement") whereby Village agreed to support IG's construction, ownership and operation of a wind energy conversion system project including, without limitation, construction of fifteen (15) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the "Project")

WHEREAS Village and IG have agreed to amend or modify the Agreement as set forth below, to accommodate the inclusion of two (2) additional WECS towers within the one-and-a-half (1½)-mile radius of the Village's corporate limits, as such boundaries exist as of the Effective Date of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Village and IG, intending to be legally bound, hereby, agree effective as of the Effective Date as follows:

1. Project Definition. The first recital of the Agreement which contains the defined term "Project" is hereby deleted and replaced with the following:

IG intends to construct, own and operate a wind energy conversion system project including, without limitation, construction of seventeen (17) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the "Project") in Livingston County pursuant to Chapter 56 of the Livingston County Zoning Ordinance, which will generate significant private investment, job creation and future tax revenue for various regional taxing districts located in Livingston County.

2. Project Map. Exhibit A of the Agreement is hereby deleted and replaced with the Project Map attached to this First Amendment as Exhibit A. The definition of "Project Map" contained in Section 2(a) of the Agreement is hereby modified to mean the Project Map attached to this First Amendment as Exhibit A.

3. Guaranteed Donation. For the avoidance of doubt, the calculation of the Guaranteed Donation (as described in Section 2(a) of the Agreement) is hereby modified to mean that such calculation shall be based on seventeen (17) WECS towers; provided, however, that within forty-five (45) days of the Effective Date of this First Amendment, IG shall make a one-time donation to the Village of \$50,000.00 (\$25,000.00 for each of the two (2) additional WECS towers) to reflect the increase in the total number of WECS towers from fifteen (15) to seventeen (17). Payment of the remainder of the Guaranteed Donation shall be made in accordance with Section 2(a) of the Agreement and shall be based on fifteen (15) WECS towers.

4. Binding. This First Amendment, and the Agreement as amended or modified by this First Amendment, shall be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns.

5. Severability. If any clause or provision of this First Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this First Amendment shall not be affected thereby. It is also the intention of the parties to this First Amendment that in lieu of each clause or provision of this First Amendment that is illegal, invalid or unenforceable, there be added, as a part of this First Amendment, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

6. Counterparts and Delivery. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment. Execution copies of this First Amendment may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted amendment having the binding effect as an original signature on an original document. Neither party may raise the use of a facsimile machine or scanned document or the fact that any signature was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this First Amendment.

7. Conflict; Ratification. Insofar as the specific terms and provisions of this First Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Agreement, the terms and provisions of this First Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and affirmed by Village and IG.

8. Defined Terms. Any capitalized terms used in this First Amendment but not defined shall have the meaning ascribed to such terms in the Agreement.

9. Effect on Agreement. Village and IG hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, (b) any and all references to the Agreement hereinafter shall include this First Amendment, and (c) the Agreement, and all terms, conditions and provisions of the Agreement, are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

(end of page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

VILLAGE:


VILLAGE OF CAMPUS

By: 
Village Mayor


7-26-23
Date

IG:

ILLINOIS GENERATION LLC

By: 
Print: Crystal Coffman
Title: Authorized Signatory




8/28/23
Date

By: _____
Print: CAROL RITZ
Title: Authorized signatory


8-17-23
Date

EXHIBIT A
PROJECT MAP



-  WTGs
-  1.5 Mile Buffer
-  Municipal Boundary

Heritage Prairie
Village of Campus

Livingston County, Illinois



8/9/2023



SECOND AMENDMENT TO COMMUNITY BENEFIT AGREEMENT

THIS SECOND AMENDMENT TO COMMUNITY BENEFIT AGREEMENT ("Second Amendment") is made effective as of 1/10, 2024 ("Effective Date"), by and between Village of Campus ("Village"), an Illinois municipal corporation and Illinois Generation LLC ("IG"), a Delaware limited liability company

RECITALS:

WHEREAS Village and IG entered into that certain Community Benefit Agreement dated March 22, 2023 (the "CBA"), and that certain First Amendment to Community Benefit Agreement dated August 28, 2023 (the "First Amendment", together with the CBA, collectively, the "Agreement") whereby Village agreed to support IG's construction, ownership and operation of a wind energy conversion system project within the one-and-a-half (1½)-mile radius of the Village corporate limits (the "Project").

WHEREAS Village and IG have agreed to modify the Project Map (as defined herein) based on the shifting of WECS sited within one and a half (1½) miles of Village by one second or more of latitude and longitude.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Village and IG, intending to be legally bound, hereby, agree effective as of the Effective Date as follows:

1. Project Map. Exhibit A of the First Amendment is hereby deleted and replaced with the Project Map attached to this Second Amendment as Exhibit A. The definition of "Project Map" contained in the Agreement is hereby modified to mean the Project Map attached to this Second Amendment as Exhibit A.

2. Guaranteed Donation. For the avoidance of doubt, the calculation of the Guaranteed Donation shall in no event be less than the amount described in Section 3 of the First Amendment.

3. Binding. This Second Amendment, and the Agreement as amended or modified by this Second Amendment, shall be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns.

4. Severability. If any clause or provision of this Second Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Second Amendment shall not be affected thereby. It is also the intention of the parties to this Second Amendment that in lieu of each clause or provision of this Second Amendment that is illegal, invalid or unenforceable, there be added, as a part of this Second Amendment, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

5. Counterparts and Delivery. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. Execution copies of this Second Amendment may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted amendment having the binding effect as an original signature on an original document. Neither party may raise the use of a facsimile machine or scanned document or the fact that any signature

was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this Second Amendment.

6. Conflict; Ratification. Insofar as the specific terms and provisions of this Second Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Agreement, the terms and provisions of this Second Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and affirmed by Village and IG.

7. Defined Terms. Any capitalized terms used in this Second Amendment but not defined shall have the meaning ascribed to such terms in the Agreement.

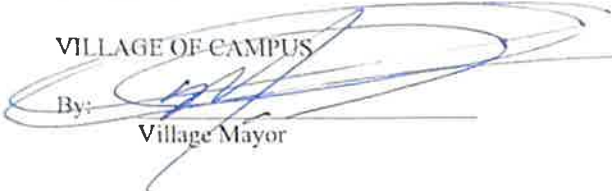
8. Effect on Agreement. Village and IG hereby agree that (a) this Second Amendment is incorporated into and made a part of the Agreement, (b) any and all references to the Agreement hereinafter shall include this Second Amendment, and (c) the Agreement, and all terms, conditions and provisions of the Agreement, are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

(end of page)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

VILLAGE:

VILLAGE OF CAMPUS

By:  _____
Village Mayor

2-7-24
Date

IG:

ILLINOIS GENERATION LLC

By:  _____
Print: Lauren Haller
Title: Authorized Signatory

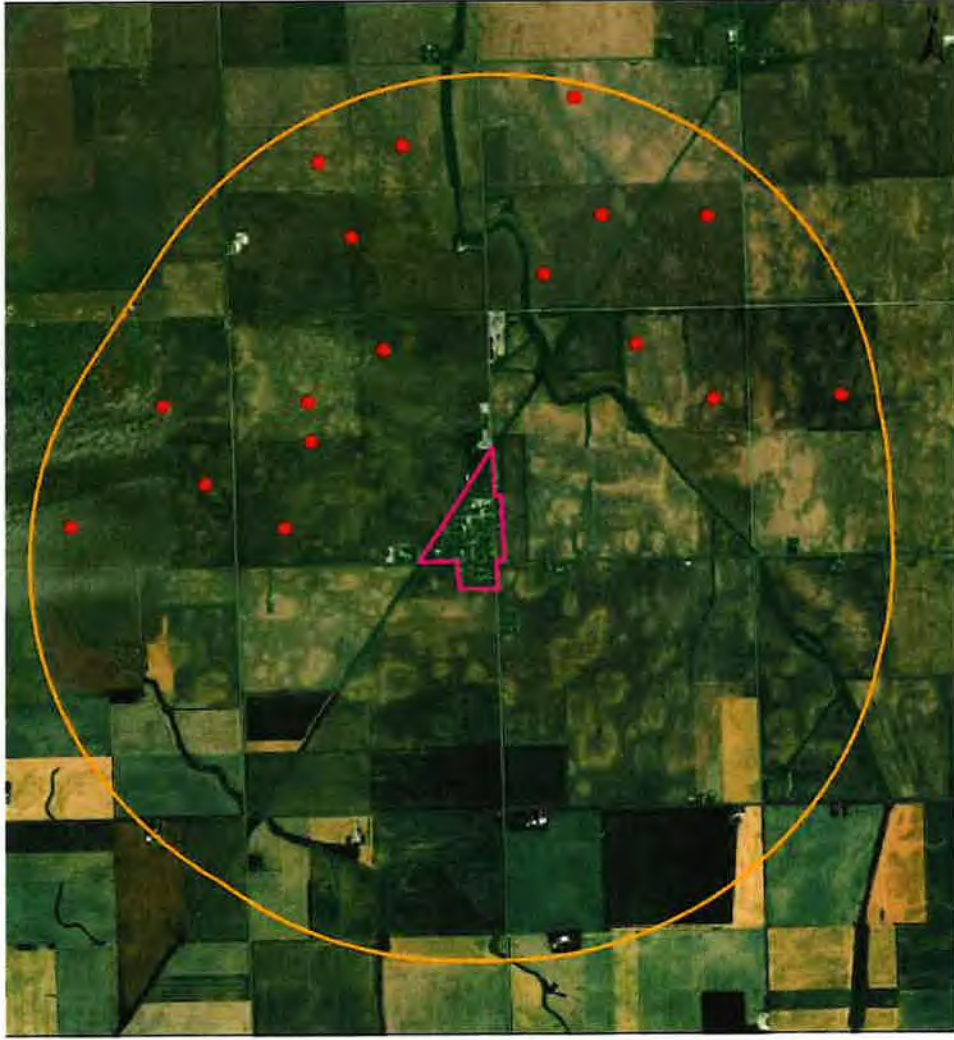
2/15/2024
Date

By:  _____
Print: Caton Fenz
Title: Authorized Signatory

February 15, 2024
Date

SL

EXHIBIT A
PROJECT MAP



FIRST AMENDMENT TO COMMUNITY BENEFIT AGREEMENT

THIS FIRST AMENDMENT TO COMMUNITY BENEFIT AGREEMENT (“First Amendment”) is made effective as of January 10, 2024 (“Effective Date”), by and between Village of Dwight (“Village”), an Illinois municipal corporation and Illinois Generation LLC (“IG”), a Delaware limited liability company.

RECITALS:

WHEREAS Village and IG entered into that certain Community Benefit Agreement dated May 2, 2023 (the “Agreement”) whereby Village agreed to support IG’s construction, ownership and operation of a wind energy conversion system project within the one-and-a-half (1½)-mile radius of the Village corporate limits (the “Project”)

WHEREAS Village and IG have agreed to modify the Project Map (as defined herein) based on the shifting of WECS sited within one and a half (1½) miles of Village by one second or more of latitude and longitude.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Village and IG, intending to be legally bound, hereby, agree effective as of the Effective Date as follows:

1. **Project Map.** Exhibit A of the Agreement is hereby deleted and replaced with the Project Map attached to this First Amendment as Exhibit A. The definition of “Project Map” contained in Section 2(a) of the Agreement is hereby modified to mean the Project Map attached to this First Amendment as Exhibit A.

2. **Guaranteed Donation.** For the avoidance of doubt, the calculation of the Guaranteed Donation (as described in Section 2(a) of the Agreement) shall in no event be based on a number of WECS towers that is less than the number of WECS towers described in the Agreement.

3. **Binding.** This First Amendment, and the Agreement as amended or modified by this First Amendment, shall be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assigns.

4. **Severability.** If any clause or provision of this First Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this First Amendment shall not be affected thereby. It is also the intention of the parties to this First Amendment that in lieu of each clause or provision of this First Amendment that is illegal, invalid or unenforceable, there be added, as a part of this First Amendment, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

5. **Counterparts and Delivery.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment. Execution copies of this First Amendment may be delivered by facsimile or email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted amendment having the binding effect as an original signature on an original document. Neither party may raise the use of a facsimile machine or scanned document or the fact that any signature was transmitted through the use of a facsimile machine or email as a defense to the enforcement of this First Amendment.

6. Conflict, Ratification. Insofar as the specific terms and provisions of this First Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Agreement, the terms and provisions of this First Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and affirmed by Village and IG.

7. Defined Terms. Any capitalized terms used in this First Amendment but not defined shall have the meaning ascribed to such terms in the Agreement.

8. Effect on Agreement. Village and IG hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, (b) any and all references to the Agreement hereinafter shall include this First Amendment, and (c) the Agreement, and all terms, conditions and provisions of the Agreement, are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

(end of page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

VILLAGE:


VILLAGE OF DWIGHT

By: 
Village Mayor

1/10/24
Date

IG:

ILLINOIS GENERATION LLC

By: 
Print: Stake Rasmussen
Title: Authorized Signatory

2/6/2024
Date

By: _____
Print: _____
Title: _____

Date

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

VILLAGE:

VILLAGE OF DWIGHT

By: 
Village Mayor


1/10/24
Date

IG:

ILLINOIS GENERATION LLC

By: _____
Print: _____
Title: _____

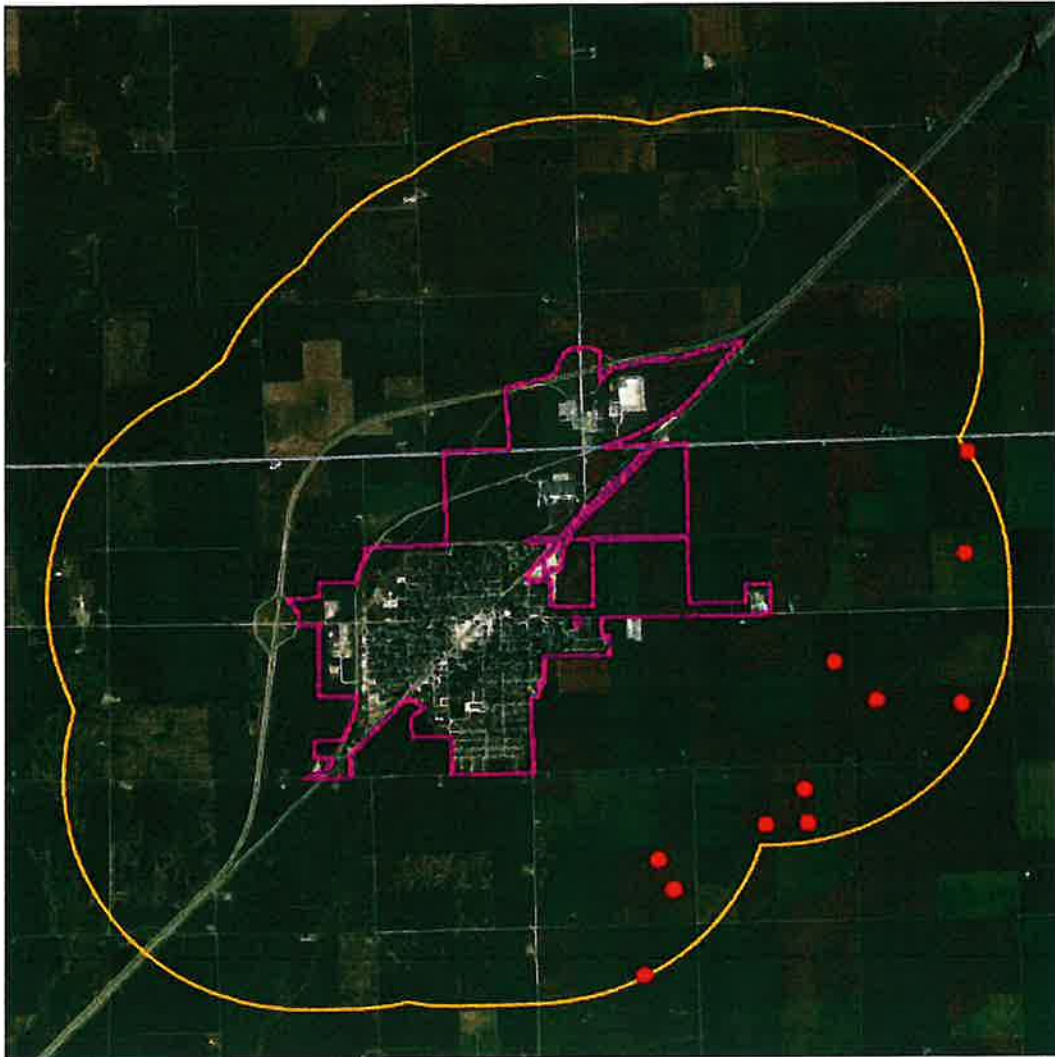
Date

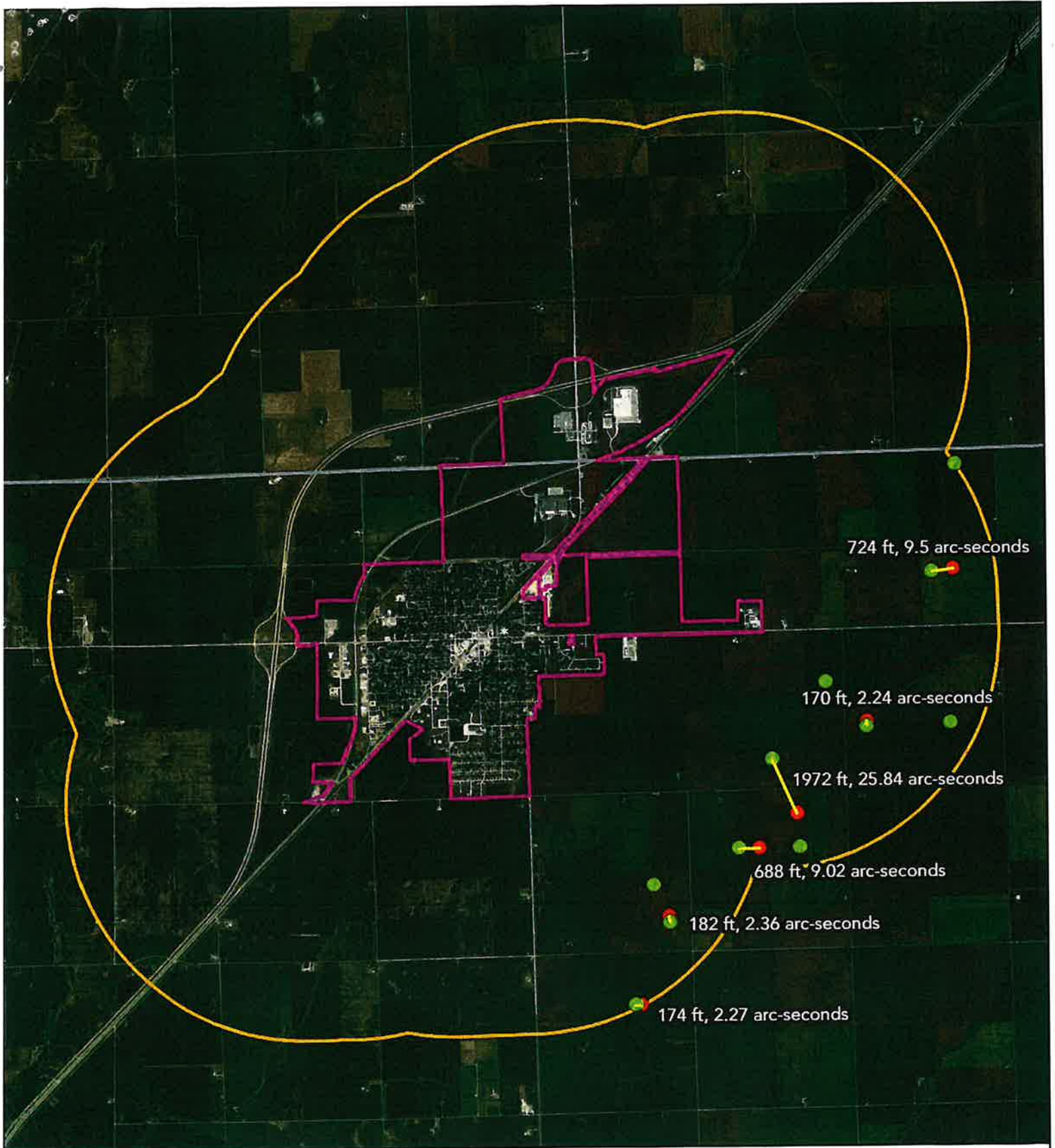
By: 
Print: Caton Fenz
Title: Authorized Signatory

February 6, 2024
Date

SL

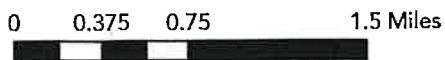
EXHIBIT A
PROJECT MAP





-  Distance Moved
-  Original WTG Locations
-  Updated WTG Locations
-  1.5 Mile Buffer
-  Municipal Boundary

Heritage Prairie
Dwight
Livingston County, IL



12/20/2023



STATE OF ILLINOIS)
)
COUNTY OF LIVINGSTON)
)
VILLAGE OF DWIGHT)

RESOLUTION 2023-10

APPROVAL OF COMMUNITY BENEFIT AGREEMENT

RESOLUTION NUMBER 2023-10

A RESOLUTION approving the Community Benefit Agreement attached as Exhibit A to this Resolution (the “CBA”) and authorizing the President of the Village of Dwight to execute the CBA or a Community Benefit Agreement in substantially similar form.

WHEREAS, the Village of Dwight (“Village”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and its own duly adopted Municipal Code, located in the Townships of Dwight and Goodfarm and the County of Livingston;

WHEREAS, the Village has determined that entering into the CBA will improve the public health, safety, morals and general welfare of the residents of the Village;

WHEREAS, the Village is authorized and empowered under the Illinois Municipal Code, the Livingston County Code of Ordinances and the Village Code of Ordinances to approve the CBA and to authorize the Village President to execute a CBA in substantially similar form as the CBA attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF DWIGHT AS FOLLOWS:

Section 1. The Village of Dwight hereby approves the CBA and authorizes the President of the Village of Dwight to execute the CBA or a Community Benefit Agreement in substantially similar form.

Section 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution, or any part thereof. The Village Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Passed this 27th day of MARCH, 2023.


Ayes: JOHNSON, KINKADE, MEISTER, EGGENBERGER, IRVIN

Nays: Ø

Absent: BUTTERBRODT

Abstain: Ø

Approved this 27th day of MARCH, 2023.

Signed: 
Paul Johnson
Village President

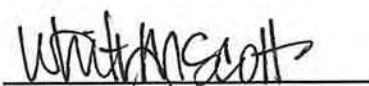
Attest: 
Whitney Scott
Village Clerk

EXHIBIT A TO RESOLUTION
COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“Agreement”) is entered into by and between the Village of Dwight (“Village”), an Illinois municipal corporation and Illinois Generation LLC (“IG”), a Delaware limited liability company. The signatories to this Agreement may be referred to herein individually as a “Party” and collectively as the “Parties.” The effective date of the Agreement is the last date of execution as between the Parties (the “Effective Date”).

RECITALS

WHEREAS, IG intends to construct, own and operate a wind energy conversion system project including, without limitation, construction of eleven (11) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the “Project”) in Livingston County pursuant to Chapter 56 of the Livingston County Zoning Ordinance, which will generate significant private investment, job creation and future tax revenue for various regional taxing districts located in Livingston County.

WHEREAS, the Village is a municipality in Livingston County, IL that will support the overall development and construction of the Project and provide other good and valuable consideration. This support is anticipated to be ongoing during the operation phase of the Project.

WHEREAS, IG anticipates that one or more wind energy conversion system towers (“WECS towers”) will be constructed within a one-and-a-half (1½)-mile radius of the corporate limits of the Village.

WHEREAS, the Village has adopted Resolution 2023-09 (the “Resolution”) expressly approving and supporting development and operation of the Project by IG, including without limitation, construction of eleven (11) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits, as such boundaries exist as of the Effective Date, pursuant to Livingston County Code of Ordinances Part II, Chapter 56, Article VIII, § 56-618(h)(4), subject to certain limitations set forth in Resolution 2023-09.

WHEREAS, the Village acknowledges and agrees that IG has adequately consulted with the Village and accommodated the Village with respect to all aspects of the Project and expressly acknowledges, covenants and confirms that this Agreement serves as its consent, approval and support of the Project.

WHEREAS, the Village acknowledges the many benefits of the Project, including renewable energy, payments to participating property owners in the community, tax revenues to schools and other taxing districts that support the community, job growth and direct and indirect economic benefits of a significant financial investment in the area by the Project.

WHEREAS, in addition to the benefits noted above and in recognition of the Village’s existing and ongoing support for Project development efforts, and other good and valuable

consideration, IG desires to additionally contribute to the welfare and betterment of the Village community by providing funds to the Village for the purpose of supporting community development in the Village.

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois units of local government, such as the Village, may contract with private entities, such as IG, for any purpose not prohibited by law or ordinance.

NOW THEREFORE, it is agreed by and between the Parties as follows.

AGREEMENT

1. **Recitals**. The recitals stated above are hereby incorporated into the body of this Agreement.

2. **Community Donation**. In accordance with IG's desire to contribute to the welfare and betterment of the Village and for the purpose of supporting community development in the Village, IG shall make the following Donations (as defined below):
 - a. IG shall make a donation of Twenty-Five Thousand dollars and no cents (\$25,000.00) multiplied by the number of WECS towers approved in the Resolution within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date (the "Guaranteed Donation"), as further depicted in the project map attached as Exhibit A (the "Project Map"). The Guaranteed Donation shall consist of the following donations defined in this Section 2a and shall be paid as follows:
 - i. Within forty-five (45) days of the Effective Date, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the "Initial Donation").
 - ii. Within forty-five (45) days of IG's receipt of a non-appealable Special Use Permit ("SUP") from Livingston County for the Project, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the "SUP Donation").
 - iii. Within forty-five (45) days of the Commercial Operation Date (as defined below) of the Project, IG shall make a one-time donation to the Village of the final one-third (1/3rd) of the Guaranteed Donation (the "Commercial Operation Date Donation").
 - b. Provided the Agreement and Resolution are executed and delivered by the Village on or before March 15, 2023, IG shall make a further donation of Ten Thousand Dollars and no cents (\$10,000) (the "Supplementary Donation") to the Village which donation shall be payable within forty-five (45) days of such execution and delivery by the Village.
 - c. Contingent upon (a) the occurrence of the commencement date for commercial operation of electricity production for sale by the Project to a third-party power

purchaser, offtakers, merchant buyer, spot market buyer, or other third-party purchaser (and excluding the production of any "test" energy) (such date the "Commercial Operation Date" or "COD") and (b) the placement of a minimum of one (1) WECS tower within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, IG shall make an Annual Donation (as defined below) to the Village in the amount of Two Thousand dollars and no cents (\$2,000.00) per WECS Tower constructed within one and a half (1½) miles of the limits of the Village as such limits exist as of the Effective Date (the "Annual Donation", collectively with the Guaranteed Donation and the Supplementary Donation, the "Donations"), with the first Annual Donation due within forty-five (45) days of the first (1st) anniversary of the COD and each subsequent Annual Donation due each year on the anniversary of the initial Annual Donation for the Term of this Agreement. Starting on the second (2nd) anniversary of the COD and for each Annual Donation thereafter, the Annual Donation shall increase by two percent (2%) over the previous years' Annual Donation. For certainty and notwithstanding anything to the contrary, if the Village corporate limits change at any time during the term such that the number of WECS towers located within one and a half (1½) miles of the new village corporate limits is different than the number of WECS Towers that existed within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, the quantum of the Annual Donation shall not change.

- d. The Parties recognize that IG may elect to enter into similar community benefit agreements with other incorporated municipalities to obtain cooperation with the approval and development of WECS towers for the Project. In this event, IG covenants that the financial terms of any such agreement for the Project will mirror the per turbine compensation amounts described in Sections 2(a) and 2(c) of this Agreement. If they do not, and the compensation terms in the other agreement(s) are more favorable than that established in Sections 2(a) and 2(c) herein, IG will be obligated to increase the formula amounts in this Agreement to match those of any other similar agreement entered into with a municipality to benefit the Project.
- e. The Parties acknowledge and agree that the payment of the Donations by IG to the Village in accordance with this Agreement is not intended to and does not, in any way, fetter the discretion of the Village to execute and deliver the Agreement and the Resolution.

3. **Term.** IG shall pay the Annual Donation within forty-five (45) days of the first (1st) anniversary of the COD and then each year thereafter as set forth in Section 2(c) for thirty-eight (38) additional years (resulting in thirty-nine (39) payments total) (the "Term"), unless either of the following events takes place prior to the expiration of the Term, in which case the Term shall be amended to expire as follows:

- a. If all WECS towers are decommissioned within one and a half (1½) miles of the Village corporate limits, as such limits exist as of the Effective Date, then IG shall pay the Annual Donation each year until such decommissioning commences, at which time IG's obligation to pay the Annual Donation shall cease. IG shall provide notice in writing to the

Village of commencement of decommissioning resulting in an expiration of the Term.

- b. If the Commercial Operation Date has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate, and no Donations previously made to the Village shall be required to be refunded in the event this Agreement shall be terminated due to the Commercial Operation Date having not occurred.

4. **No Guarantee of Project.** The decision to proceed with or terminate the development or operation of the Project rests solely with IG. By entering into this Agreement, IG in no way guarantees that Project development will proceed or that the Project will achieve a COD or that the Project will continue operations after achievement of the COD.

5. **Village Covenants.** The Village shall continue to provide reasonable support for, and not object to, IG's Project development, construction, replacement and maintenance efforts in Livingston County including without limitation providing documentation reasonably requested by IG for interested parties, including but not limited to Livingston County, other governmental entities, and investors and lenders in the Project, confirming the ongoing validity of the approvals identified in Resolution 2023-09. The Village further acknowledges and agrees that it shall not use all or any portion of the Donations, whether directly or indirectly, to fund any litigation, appeals or other actions (including vial third-parties or affiliates of the Village) that seek to oppose, frustrate, restrict, or challenge the development construction, operation or decommission of the Project. For greater certainty, the foregoing covenant does not in any way restrict the Village from participating in any Project related consultations.

6. **Supervening Law.** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or all of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

7. **Negation of Partnership and Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the Parties. Each party hereto shall be solely responsible for carrying out the responsibilities assumed by it under this Agreement and no party shall be liable for the acts or omissions of the others in performing its responsibilities.

8. **Events of Default.** Each of the following shall constitute an "Event of Default," which shall permit the non-defaulting Party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

- (a) any failure by IG to pay the Donations when due if the failure to pay continues for thirty (30) days after the Village delivers Notice of such failure to IG; and

- (b) any other material breach of this Agreement by IG or any breach of Sections 5, 12, or 18 of this Agreement by the Village, which continues for forty-five (45) days after (i) written notice

of default from the non-defaulting Party or, (ii) if the cure will take longer than forty-five (45) days, the length of time necessary to effect such cure so long as the defaulting Party commences to cure within the forty-five (45) day period and continuously and diligently pursues the cure to completion.

9. **Specific Performance Available in Event of Material Breach.** Upon the occurrence of a material breach of this Agreement by the Village prior to the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG that portion of the Guaranteed Donation made pursuant to this Agreement to the date of such material breach. Upon the occurrence of a material breach of this Agreement by the Village following the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG the aggregate amount of any Annual Donations made pursuant to this Agreement within the five (5) year period prior to the date of such breach. For certainty and notwithstanding anything to the contrary, as long as there was no such breach prior to the COD, the Village is not liable for refunding any portion of the Guaranteed Donation, which vests at COD.

10. **Refund of the Donations in Event of Default.** Upon occurrence of an Event of Default caused by the Village, then, in addition to any other remedies available to IG in equity or under law, the Village shall, within forty-five (45) business days of Notice of such Event of Default from IG, refund to IG all of the Donations made pursuant to this Agreement.

11. **Waiver.** Waiver by any Party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the Parties.

12. **Foreign Corrupt Practices Act.** The Village acknowledges and agrees that IG and this Agreement are subject to compliance with anti-corruption legislation, including without limitation the *Foreign Corrupt Practices Act* (United States). The Village covenants and agrees that in no event shall any portion of the Donations be allocated, used, or otherwise made available for the giving or offering of a loan, reward, advantage or direct or indirect personal or financial benefit or gain of any kind to any Government Official. For the purposes of this Section 12, the term **“Government Official”** means any director, executive, employee, elected/appointed official (and their agents) of any government department, ministry, agency, legislature, political party, tribunal, regulatory authority, candidate for political office or government-owned company.

13. **Notices.** Any notice (“Notice”) required or permitted to be given under the terms of this Agreement shall be reduced to writing and shall be regarded as given (a) on the day when personally delivered or delivered by facsimile or email or (b) on the day after being sent by Federal Express (or comparable overnight deliver services), all fees prepaid or (c) on the third day after being placed in the United States mail with first class and certified mail return receipt requested postage fully prepaid and addressed to the parties at the following respective addresses:

If to IG, as follows:

Illinois Generation LLC
1201 Louisiana Street, Suite 3200
Houston, Texas 77002

with a copy to:

Illinois Generation LLC
c/o Pattern Energy Group LP
1088 Sansome Street
San Francisco, CA 94111
Attention: General Counsel
Fax: (415) 362-7900
Email: generalcounsel@patternenergy.com

with a copy to:

Illinois Generation LLC
c/o ConnectGen LLC
1001 McKinney Street, Suite 700
Houston, TX 77002
Attention: General Counsel
Email: contractadmin@connectgenllc.com

If to Village of Dwight, as follows:

Village of Dwight
209 S. PRAIRIE AVE
DWIGHT, ILLINOIS 60420
Fax:
Email:

14. **Headings**. The headings of the several paragraphs hereof are for convenience in reference only and shall not be construed to be a part of this Agreement.
15. **Amendment and Binding Effect**. This Agreement shall not be modified or amended except in writing signed by the Parties hereto.
16. **Severability**. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.
17. **Jurisdiction**. This Agreement shall be deemed to have been entered into in the State of Illinois, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any rights or obligation of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Illinois. Any lawsuit arising from

this Agreement shall be filed in the Circuit Court for the Eleventh Judicial Circuit in Livingston County, Illinois or in the United States District Court for the Central District of Illinois.

18. **Assignment.** IG shall have the right at any time, without need for the Village's consent or approval, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis. Upon such assignment, IG shall be released from its obligations under this Agreement, which obligations shall thereafter be the obligation of the assignee. IG shall have the right at any time, without need for the Village's consent or approval, to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "Lender") without the consent or approval of the Village; provided, however, that IG shall provide Notice of its mortgage or collateral assignment to Village with contact information for the Lender. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire IG's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of IG under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and the Village shall not accept a termination or release of this Agreement, without the prior written consent of all Lenders. The Village, upon providing IG any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. The Village shall accept any performance by or at the instigation of any such Lender as if the same had been done by IG (but no Lender shall have any obligation to remedy or cause the remedy of any default). All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon the Village so long as the Village remains an incorporated municipality in the State of Illinois and shall inure to the benefit of and be enforceable by the Village and IG, and their respective heirs, successors and assigns.


19. **Opportunity for Legal Counsel and No Drafting Presumption.** Each Party acknowledges having (a) had the opportunity to obtain its own independent legal advice with respect to this Agreement and the transactions contemplated hereby, and (b) sought such legal advice to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption of resolution of any ambiguity in this Agreement in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other actions necessary to authorize either Party's execution and delivery of this Agreement.

20. **Counterparts; Facsimile and PDF Delivery.** This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or by PDF file and upon such delivery the facsimile or PDF signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers under authority duly granted by their respective governing bodies, have caused this Agreement to be executed, which will be effective and binding upon the parties only as of the date that both parties have executed this Agreement.

(Signature page to follow)

ILLINOIS GENERATION LLC


By: 
Print: Blake Rasmussen
Title: Authorized Signatory

5-2-2023
Date

By: 
Print: Caron Renz
Title: Authorized signatory 

4.3.23
Date

VILLAGE OF DWIGHT

By: 
Paul Johnson
Village President

3/27/23
Date

EXHIBIT "A"
PROJECT MAP

