

**LEE COUNTY, ILLINOIS – GSG REPOWER
ROAD USE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of June 22, 2023 by and between Lee County, Illinois (referred to herein as the “**County**” or the “**Road Authority**”) and GSG Wind, LLC, a Delaware limited liability company (“**GSG**”). The Road Authority and GSG may each be referred to herein as a “**Party**” and together, as the “**Parties.**”

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Background Recitals

- (1) GSG is a validly existing limited liability company authorized to do business within the State of Illinois. As of the date of this Agreement, GSG is an indirect wholly owned subsidiary of Leeward Renewable Energy, LLC, a Delaware limited liability company.
- (2) GSG is the owner of the project commonly referred to as the “GSG Wind Farm” located in Lee County, Illinois.
- (3) The GSG Wind Farm was originally constructed in 2007 and is comprised of forty (40) 2.0 MW wind energy conversion systems (“**Existing Turbines**”) and is an 80 MW generating facility (the “**Existing Project**”). A map depicting the Existing Project is attached hereto and incorporated herein as Exhibit A.
- (4) GSG desires to remove the forty (40) Existing Turbines and certain components of the infrastructure appurtenant to these Existing Turbines which make up the Existing Project (the “**Decommissioned Turbines**”). The removal of the Decommissioned Turbines is referred to in this Agreement as the “**Decommissioning**” or the “**Decommissioning Work.**”
- (5) The Decommissioning Work will, among other things, include removal of some or all of the following: the Decommissioned Turbines, the access roads on private property leading to such Decommissioned Turbines (as desired by the owners of the private property); the concrete foundations for the Decommissioned Turbines and the electrical collection, transmission and communications cabling and facilities for the Decommissioned Turbines.
- (6) GSG desires to erect thirteen (13) new 3.4 MW turbines resulting in a new wind energy generating facility consisting of up to twenty-six (26) turbines (the “**New Turbines**”) in substantially the same location of the Existing Project in Lee County, Illinois (the “**New Project**”) and, in connection therewith, has submitted Conditional Use Permit applications to Lee County. The applications request approval to undertake the actions listed above and provide significant detail regarding the repowering process and studies related to the New Project. A map depicting a preliminary layout of the New Project is attached hereto and incorporated herein as Exhibit B.
- (7) GSG intends to use roads under the jurisdiction of the Road Authority for the Decommissioning Work and for construction and operation of the New Project, including, but not limited to, removing components and road materials (for example, gravel, dirt, and culverts) and transporting components for the New Turbines which will utilize existing infrastructure at the existing GSG project substation.
- (8) By this Agreement, the Parties desire to address issues related to certain roads and roadway appurtenances (including, but not limited to bridges and box culverts) operated and maintained by each Road Authority having jurisdiction over the local roads depicted

on the map attached hereto as Exhibit B and which GSG desires to use for the Decommissioning Work and construction, operation, maintenance, and decommissioning of the New Project (the “**Local Roads**”). GSG and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively “**GSG’s Parties**”) in order to perform the Decommissioning Work and construct the New Project desire use of the Local Roads to, among other things, (a) transport heavy equipment and materials in vehicles which exceed the design limits of the Local Roads, in particular the weight, number, and size of the construction vehicles exceed the design limits of the Local Roads; (b) transport certain locally sourced materials, such as concrete and gravel; (c) make certain modifications and improvements which may include culverts, road shoulders, and other related fixtures that may be temporary or permanent in nature; and (d) remove and install electrical collection, transmission, and communications cabling and facilities.

(9) The County is directed and authorized pursuant to the Counties Code, 55 ILCS 5/5-101 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101 *et seq.* (the “**Highway Code**”), to construct, administer, operate, and maintain highways in the County, acting by and through its County Engineer (the “**County Engineer**”). To the maximum extent permitted, the Lee County Board appoints the County Engineer to act on its behalf as a Road Authority under this Agreement.

(10) Section 9-113 of the Highway Code grants to the Road Authority the authority to impose reasonable rules, regulations, and specifications for the use of roads under its jurisdiction by public and private utilities.

(11) Section 9-113.01 of the Highway Code imposes liability on public or private utilities for any damage to roads under the jurisdiction of local authorities.

(12) This Agreement includes the following defined terms.

(a) **IDOT** means the Illinois Department of Transportation.

(b) **Manual on Uniform Traffic Control Devices** means the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT.

(c) **Engineer** means an independent civil engineer or firm licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural central Illinois and is mutually acceptable to GSG and the Road Authority.

(d) **Road Permit** means a permit, issued by the Road Authority, which is required in order to operate vehicles of certain weight, length, width, and/or height on Local Roads.

(13) The Road Authority and GSG wish to set forth their understanding and agreement as to the road issues relating to the Decommissioning Work and the construction, operation, maintenance, and decommissioning of the New Project in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

Section 1: Road Authority Approvals. The Road Authority hereby permits:

(A) Core sampling and non-destructive testing and surveying of local roads by GSG and its agents in order to obtain the information needed to complete the Transportation Impact Analysis to be provided to the Road Authority.

(B) Installation of New Project site access road entrances to the Local Roads under its jurisdiction in accordance with permit requirements as set forth in this Agreement.

(C) Installation of New Project underground collection, communication, and transmission system cable placement along and crossings under and along the road rights-of-way under its jurisdiction in accordance with permit requirements as set forth in this Agreement.

(D) The widening of certain existing intersections and Local Roads within the public rights-of-way to accommodate the Decommissioning Work and constructing the New Project.

Section 2: GSG's Undertakings. GSG hereby agrees to and shall cause GSG's Parties to abide by the terms and conditions set forth below. Although the following subparagraphs refer to GSG, the Parties agree that GSG is responsible for GSG's Parties abiding by the terms and conditions set forth in this Agreement and GSG shall be responsible for any breach by GSG's Parties of the terms and conditions set forth in this Agreement.

(A) ***Project Undertakings in General***

(1) Although the final plans for the New Project may vary from the New Project layout as shown on Exhibit B, GSG represents and warrants that New Turbines will be constructed only on real estate parcels which are permitted pursuant to the Conditional Use Permit(s) as approved by the Lee County Board.

(2) GSG shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all third party claims or judgments which may accrue against the Road Authority and its respective officers, employees, successors, elected or appointed officials and assigns, with respect to any increased runoff or change in drainage patterns with respect to roads caused by GSG's activities (including, but not limited to, demolition and construction activities related to access roads, laydown yards, and substations). Such obligation shall survive for the earlier to occur of (i) five (5) years

after completion of the New Project construction or (ii) expiration of the applicable statute of limitations, and any claims made after such period shall be forever barred and no Party shall have any liability hereunder in respect thereof.

(3) This Agreement shall be included in the bid packet provided to contractors, subcontractors, and steel, cable, aggregate, and concrete material suppliers and haulers likely to require Road Permits bidding for contracts for the Decommissioning of the Existing Project.

(4) This Agreement shall be included in the bid packet provided to contractors, subcontractors, and steel, cable, aggregate, and concrete material suppliers and haulers likely to require Road Permits bidding for contracts for the New Project.

(5) GSG shall use commercially reasonable efforts to obtain temporary right-of-way easements for Decommissioning Work and New Project construction from private landowners that are not otherwise participating landowners in the Project and any such temporary easements shall be recorded in the public records of Lee County. GSG shall use commercially reasonable efforts to obtain permanent easements in a form acceptable to the Road Authority from private land owners so that widened road corners, if requested by the Road Authority, can remain fully or partially in place and, if so obtained, shall convey such permanent easements to the Road Authority. The conveyance of such permanent easements must be accepted by the Road Authority and recorded with the County Recorder. Such permanent easements shall include the right to place utilities within the rights of way.

(B) Core Sampling and Surveying of Local Roads

(1) For the protection of the motoring public and GSG's agents, when core sampling or survey activities take place on the Local Roads, GSG or GSG's agents shall (a) place signs cautioning motorists traveling in both directions of the work activity on the local road, (b) place traffic cones in the work area, and (c) have a flagger present. The permission granted by this Agreement for core sampling and survey activities may be revoked by the Road Authority if GSG or its agents fail to comply with these safety requirements.

(2) At least two (2) business days in advance of any core sampling or survey activities, GSG shall notify the Road Authority of the date, time, and location of such activities.

(3) At least two (2) business days in advance, GSG (or the contractor performing core sampling or survey activities) shall furnish the Road Authority with evidence of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) (United States currency) covering its core sampling and survey activities on the local roads.

(4) GSG agrees to immediately repair holes created by the core sampling or survey activities by filling such holes with CA-6 aggregate, compacted, and finishing with a twelve inch (12”) cold patch, compacted.

(5) If a hole created by core sampling or survey activity is undertaken on a local road which is not used for construction of the Project, then GSG will promptly return to such previously sampled or surveyed sites and finish the previously filled hole with a spray patch.

(6) If GSG fails to make repairs as required by this Agreement, the Road Authority may repair damage to any such local roads caused by GSG’s activities and bill GSG for the cost thereof if GSG fails to complete such repair within ten (10) calendar days after receipt of a written notice served on GSG from the Road Authority directing that repairs must be made. Primary responsibility for repairs related to core sampling and survey activities shall remain with GSG.

(C) Matters to be Completed before the Decommissioning Work and New Project Construction Begins

(1) GSG, at least sixty (60) calendar days prior to the proposed use of any Local Roads for the Decommissioning Work or New Project construction, shall provide to the Road Authority a transportation impact analysis prepared by an Engineer, as applicable, which includes the information set forth below (the “**Transportation Impact Analysis**”). The Parties agree Westwood Professional Services, Inc. is an acceptable engineering firm to prepare the Transportation Impact Analysis.

(a) A list identifying the road bridges and box culverts to be traversed during construction of the New Project and during Decommissioning. All such bridges and box culverts shall be inspected in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed. A copy of this inspection report and the load ratings shall be included with the Transportation Impact Analysis. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of New Project construction and the Decommissioning Work to assure that the bridges and box culverts can withstand the volume and weight of New Project construction and Decommissioning Work vehicles. To the extent that the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads in its current state and there is not a temporary or permanent engineered solution planned to reinforce or avoid impacts to such bridge or box culvert, such bridge or box culvert shall not be used by GSG. This inspection report shall also include estimates of the cost to replace such bridges and box culverts.

(b) Information about the weights and sizes of the Existing Turbines, New Turbines, substation and components being removed and being constructed.

(c) A schedule setting forth the estimated number of loads, per axle weight of each load, and type of equipment that will be used to transport each load and inter-Project equipment movements for both the Decommissioning Work and the New Project construction.

(d) Other information concerning construction vehicles, equipment, and activities relevant to GSG's use of the Local Roads.

(e) For the Decommissioned Turbines and the New Project, a map indicating the location of the New Turbines and Existing Turbines (identified by a number), the access road locations (entrances) for the Existing Turbines and New Turbines, the substations, the construction laydown yard(s) and operation and maintenance facilities (if any), batch plants (if any), collection lines, the jurisdictional boundaries of each Road Authority, the haul route for the Decommissioning Work and New Project construction vehicles and the ingress and egress routes to and from the footprint of the Existing Project and New Project for all material deliveries, including component parts for the New Turbines, substation, as well as the concrete and gravel haul routes (the "**Project Traffic Map**"), a preliminary draft of the Project Traffic Map is attached hereto as Exhibit C. The Project Traffic Map contained in the accepted Transportation Impact Analysis shall amend and replace Exhibit C hereto.

(f) The Transportation Impact Analysis shall include GSG's permit application for the removal of existing utility installations and for each new utility installation or crossing. The utility permit application form is attached hereto and incorporated herein as Exhibit E. The Transportation Impact Analysis shall also include GSG's permit application for the removal of existing road service entrances and each new road service entrance. The entrance permit application form is attached hereto and incorporated herein as Exhibit D.

(g) The plan for pre-construction improvements (if any) to be made to the Local Roads to provide structural capacity and allow for the safe usage of the roads by the motoring public for the duration of the Decommissioning Work and New Project construction (the "**Pre-Construction Plans**").

The Pre-Construction Plans shall not specify the use of limestone or gravel for the surface treatment of the Local Roads during the demolition and construction phases; only crushed gravel shall be used for surface treatment of the Local Roads.

The Pre-Construction Plans should provide the following information:

- (i) "General Notes" governing the construction plans;
- (ii) Schedules for material testing in accordance with IDOT's Standard Specifications, Supplemental Specifications & Recurring Special

Provisions, Project Procedures Guide and Manual of Test Procedures for Materials in effect as of the effective date of this Agreement (together, “**IDOT PPG**”), or as otherwise approved by the Road Authority;

(iii) Intersection details showing draining patterns and related information at temporary widenings;

(iv) Traffic control details for all intersections with State Highways and all other high traffic intersections;

(v) Typical roadway cross sections;

(vi) Plan or Profile sheets for all public road improvements showing drainage patterns, culvert, and bridge locations; proposed right-of-way locations, culvert strengthening details, applicable IDOT standards, *et cet.*;

(vii) Cross sections at all cross-road culverts;

(viii) To the extent reasonably accessible, photographs of the interior of all bridges, box culverts, and the road surface above each bridge, box culvert, and culvert on the Local Roads; and

(ix) Miscellaneous details as appropriate.

(h) An inspection of all roads on the Project Traffic Map designated for use by GSG and a report that includes the following components: to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, and culverts and the road surface above each bridge, box culvert, and culvert on roads designated for use by construction and delivery vehicles; and a series of still images of the road surfaces taken every 20 feet and compiled to provide a viewer a virtual drive of documenting the surface conditions of the roads in the Project Traffic Map.

(i) An estimated cost (“**Pre-Construction Repair Work Estimate**”) to perform the repairs of any bridges or culverts, roadside ditches, subsurface road damage, or surface repairs as may be necessary in order to perform Decommissioning Work and New Project construction.

(j) An estimated cost (“**Post Construction Repair Work Estimate**”) to perform the repairs of any bridges or culverts, roadside ditches, subsurface road damage, drain tile repairs in the roadway right of ways (other than surface repairs) as may be necessary.

Before the Decommissioning Work or construction on the New Project may proceed, the Road Authority must accept, in writing, the Transportation Impact Analysis and all included permit applications (and the Parties acknowledge that the Transportation Impact

Analysis was received by the Road Authority prior to the execution of this Agreement) provided the Road Authority shall not unreasonably withhold such acceptance and shall act on the Transportation Impact Analysis and submitted permit applications within thirty (30) calendar days of receipt thereof, provided all amounts due to date under this Agreement, including payments due to third party consultants retained by the Road Authority, have been paid by GSG.

(2) In connection with review and acceptance of the Transportation Impact Analysis and any amendment or modification to the Transportation Impact Analysis, the Road Authority may retain an Engineer and GSG shall reimburse the Road Authority for all reasonable engineering fees incurred in connection with the review and acceptance of the Transportation Impact Analysis and any amendment of or modification to the Transportation Impact Analysis. Payment shall be made within thirty (30) calendar days of receipt of such engineering bills by GSG or request for reimbursement from the Road Authority.

(3) After acceptance of the Transportation Impact Analysis, the Local Road preparatory work as determined by the Transportation Impact Analysis shall be completed by GSG to the satisfaction of the Road Authority before the Road Authority will permit the Local Roads to be used for construction or demolition traffic.

(a) GSG shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices for the Local Road preparatory work and/or for Decommissioning Work and shall distribute on a daily basis the Plan of Day report which shall set forth, among other things, road closures and roadway activity, substantially in the form of Exhibit G (the “**POD**”). The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the Road Authority and its designee(s), local school districts, local postmasters, the Lee County Highway Department, the Lee County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers (the “**POD Recipients**”). The contact list of relevant addressees shall be provided by the Road Authority to GSG prior to the start of construction or demolition work.

(b) GSG may complete the Local Road preparatory work in phases in amounts agreed to by the Parties, and submit a notice of completion for each portion of the Project site as the preparatory work for that portion are completed (each a “**Notice of Pre-Construction Completion**”). Within seven (7) business days of receipt of the Notice of Pre-Construction Completion and overweight/oversize permit application, the Road Authority shall either reject or approve such Notice of Pre-Construction Completion, and if the Road Authority is unable to complete its review within seven (7) business days, the Road Authority shall so advise GSG and the Road Authority shall have an additional five (5) business days to take action of the Notice of Pre-Construction Completion. If the Road Authority fails to respond after the additional five (5) business days, then the Notice of Pre-Construction Completion shall be deemed approved. If the Road

Authority rejects a Notice of Pre-Construction Completion, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the Notice of Pre-Construction Completion and/or underlying preparatory work conform to the reasonable standards of the Road Authority. The Road Authority may reject a Notice of Pre-Construction Completion if amounts due to date under this Agreement, including payments due to third party consultants retained by the Road Authority, have not been paid by GSG. If GSG uses the Local Roads for construction or demolition traffic without having received written permission to proceed, the Road Authority may issue a Notice of Violation within three (3) business days of learning of the violation and impose a fine of \$1,000.00 on GSG for each day of such unpermitted road use and GSG shall pay any fine imposed within thirty (30) calendar days of receipt of a Notice of Violation (see Exhibit H).

(4) At least fourteen (14) calendar days prior to the start of construction at a location, GSG shall physically mark the proposed locations of the underground collection system and communication cable crossings required to be installed for the New Project. The Road Authority shall review and comment within seven (7) business days of notification that all such crossings are marked. The Parties anticipate that new cable installations required for the New Project across or bored underneath the Local Roads will not be within three hundred feet (300') of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations required for the New Project shall be no closer than fifty feet (50') from the centerline of the road or any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way). The Parties understand and agree cable installations permitted in connection with the Existing Project will continue to be used for the New Project, and that any maintenance, repair, and/or replacement of the same is permitted hereunder. As needed, GSG shall apply for utility permits from the Road Authority using the application form attached hereto as Exhibit E. GSG shall not proceed with utility work until the utility permit is issued. The Road Authority shall not unreasonably withhold, delay, or condition such utility permits. Any proposed cable installations required for the New Project near bridges and box culverts are subject to review and approval by the County Engineer. Prior to installing any cables for the New Project, GSG shall apply for and receive a Permit from the Road Authority, who agrees not to unreasonably withhold or delay the issuance of such permit. The Utility Permit Application form is attached hereto as Exhibit E.

(5) GSG shall physically mark the locations of the New Turbine access road entrances at least fourteen (14) calendar days prior to the start of New Project construction at such locations and shall notify the Road Authority of such marking. The proposed access road entrance locations shall:

- (a) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Local Road;
- (b) not unduly interfere with the free and safe movement of traffic on the Local Road;

(c) provide maximum safety and convenience for other users of the Local Road rights-of-way; and

(d) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Local Road or pond on the shoulders or in the ditch, or otherwise result in erosion of the Local Road or road right-of-way.

Prior to installing any access road entrances that are not reflected on or materially deviate from those set forth on the entrance permit applications delivered with the Transportation Impact Analysis, GSG shall apply for and receive a revised entrance permit from the Road Authority.

(6) Prior to Decommissioning Work or construction of the New Project, GSG shall become a member of Joint Utility Locating Information for Excavation (“**JULIE**”). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, GSG shall provide JULIE with the necessary information to update its records and memorialize where the underground cables are located under the Local Roads and Local Road rights-of-way. GSG shall, upon written request, provide proof of its membership in JULIE to the Road Authority. GSG shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers, and tile lines which run over, through or under any part of the Local Roads and rights-of way used by GSG. It shall be GSG’s responsibility to contact the various public utility companies and locate their properties before any construction shall start and GSG shall assume full responsibility for reimbursing owners for any damage or injury to such properties which are caused by GSG’s activities and operations.

(7) At least thirty (30) calendar days prior to the start of the Decommissioning Work and foundation construction on the New Project, GSG shall identify for the Road Authority the anticipated heavy lift crawler crane road crossings. During actual New Project construction, previously identified crane crossing locations may be modified, subject to coordination with the Road Authority. Depending on the modified location, time of movements, and road conditions, the Road Authority may require the heavy lift crawler crane to be disassembled for movement or impose reasonable conditions upon the crane movement so as to minimize the potential for road damage and to protect the motoring public, such as requiring that weight shall be evenly dispersed on the ground.

(8) At least thirty (30) calendar days prior to the start of the Decommissioning Work or foundation construction on the New Project, GSG shall deliver written confirmation to the Road Authority that GSG communicated with the school bus operator(s) or the relevant school officials to ensure that Local Roads used by school buses are not closed during times students are transported to and from school or that acceptable alternative routes are put in place and to further ensure that suitable arrangements are put into place for the safe and timely transport of the local children to and from school via the normal services and routes for such transport.

(9) At least seven (7) calendar days prior to the start of the Decommissioning Work and construction on the New Project, a pre-construction meeting shall be held at a date, time, and place designated by the Road Authority with such Road Authority representatives and professional advisors and consultants in attendance as the Road Authority deems necessary. GSG and all major contractors, major subcontractors, and major material suppliers who will perform any Decommissioning Work or New Project construction work or provide materials and the New Turbine supplier, shall be in attendance. The meeting shall be for the purpose of reviewing the applicable Project Traffic Map of the routes to be used by construction and delivery vehicles, the terms and conditions of this Agreement, and reviewing special considerations necessary in the areas where work will occur.

(D) Ongoing Obligations

(1) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the road rights-of-way to identify where the collection system and communication cables cross the Local Roads.

(2) Industry standard marker tape shall be buried in the trench twelve inches (12") above the collection system cables where they cross the road rights-of-way, unless the cables are encased in conduit, installed by means of directional boring, and the locations are properly reported to JULIE.

(3) Horizontal/directional boring shall be used where the collection system and communication cables cross under the Local Roads such that the road surface shall not be cut, and such cables shall be installed in Schedule 80 PVC (or like material as approved by the Road Authority) in Local Road rights-of-way locations in accordance with good utility practice. Boring shall begin and end at least ten feet (10') outside the Local Road edge. All boring in drainage ditches shall be at least four feet (4') below the lowest part of the drainage ditch.

(4) Heavy lift crawler cranes shall only cross the Local Roads in low traffic periods. GSG shall ensure that utility interruptions, if required for such crossings, are coordinated with and approved by the local utility(ies) and by the affected property owner(s). At least twenty-four (24) hours in advance, GSG shall advise the Road Authority and its designee(s), the applicable County Emergency Management Agency, local law enforcement agencies, and fire protection and ambulance service providers of such crane crossings. If GSG fails to provide the required notice, the Road Authority may issue a Notice of Violation within three (3) business days of the violation and impose a fine of \$1,000.00 per occurrence on GSG and GSG shall pay any fine imposed within thirty (30) calendar days of receipt of a Notice of Violation (see Exhibit H).

(5) Except as otherwise expressly provided for elsewhere in this Agreement, the size and type of any culverts installed or replaced as a result of Decommissioning or construction of the New Project or repair to the Local Roads shall be mutually determined by the Road Authority and GSG at or prior to the time such culvert is

installed or replaced. The Parties anticipate that any such culverts shall be no less than fifteen inches (15”) (18” for the County roads) and shall be new, riveted, corrugated, metal culvert pipes (or like comparable materials as approved by the Road Authority). No spiral culverts shall be used.

(6) In the event that Local Road corners are widened for truck navigation for Decommissioning or New Project construction, such modifications shall be designed by an Engineer and shall satisfy reasonable Road Authority standards. If the widened corners are removed, GSG shall repair all damage and ensure proper drainage in accordance with IDOT Standards or other method as may be approved by the Road Authority.

(7) For intersections which are altered by utilizing privately-owned real estate to obtain adequate turning radii for Decommissioning or New Project construction vehicles, GSG shall ensure adequate drainage at such intersections by installing necessary culverts, shall block the turn lanes when not in use so that they are not accessible to the motoring public, and shall provide signage as necessary to ensure the safety of the motoring public.

(8) GSG shall provide, upon written request of the Road Authority, a copy of each overweight and oversize permit issued by IDOT to GSG or GSG’s Parties.

(9) GSG and GSG’s Parties shall obtain Road Permits from the County and the application form for such Road Permit is attached hereto and incorporated herein as Exhibit F. In the event this provision is violated by GSG, the Road Authority may issue a Notice of Violation in the form attached hereto and incorporated herein as Exhibit H (a “**Notice of Violation**”) and may impose a fine of \$1,000.00 for each violation and GSG shall pay any fine imposed within fifteen (15) business days.

(10) GSG shall, upon request, allow the Road Authority to arrive on site to review any delivery tickets bound for or delivered to the Existing Project site or New Project site so that the Road Authority may monitor the actual weights of construction vehicles for concrete, aggregate, steel, and similar material deliveries which do not require Road Permits. To the extent possible, delivery tickets shall identify their destination by Turbine number.

(11) Decommissioning Work and New Project traffic shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public and local agricultural truck transport. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry, and funeral processions. GSG agrees that it shall coordinate with the Road Authority the scheduling of Decommissioning Work and New Project construction traffic and shall meet with the Road Authority upon reasonable request. GSG shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and shall distribute on a daily basis the Plan of Day (“**POD**”) report which shall set forth, among other things, road closures and roadway activity. The POD shall be distributed by

e-mail to the Road Authority and/or his designee(s), the Lee County Emergency Management Agency, local law enforcement agencies, and fire protection and ambulance service providers.

(12) GSG shall not allow loads or use vehicles requiring a Road Permit or otherwise engage in decommissioning or construction activities on Local Roads during the spring posting season unless authorized in writing by the Road Authority.

(13) GSG and its Parties shall not use the Local Roads or road rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.

(14) Except as otherwise provided for in this Agreement or if required for compliance with an IDOT-issued permit, GSG shall ensure that its contractors, subcontractors, material suppliers, and their respective transport providers transporting loads which require a Road Permit use the Local Roads during daylight hours, Mondays through Saturdays.

(15) While traveling on gravel roads, GSG's vehicles shall limit their speed to twenty-five (25) miles per hour.

(16) GSG shall comply with all recommendations as to vehicle speeds, maximum vehicle loads, number of vehicles permitted on a bridge or box culvert at one time, location of vehicle travel, *et cetera*, as set forth in a report of the inspection of the bridges and box culverts and included as part of the Transportation Impact Analysis.

(17) GSG shall employ dust control measures to limit the hazards and inconvenience of dust associated with Decommissioning and New Project construction. Only liquid calcium chloride (28 to 32%), lignin, water, or material otherwise approved by the Road Authority shall be used for dust control on Local Roads and access roads. The Road Authority may issue a Notice of Violation (Exhibit H) and impose a fine of \$2,500.00 if the Road Authority is notified of and determines that dust control measures have not been implemented after the Road Authority notifies and directs GSG to correct the deficiency within a specified time which will be between 2 hours and 4 hours. GSG shall pay any fine imposed within fifteen (15) business days.

(18) If Local Roads degrade (by way of example and not limitation, "degrade" means to show signs of bleeding, rutting, rolling, breaking, or pumping) while Decommissioning Work and construction of the New Project is ongoing due to GSG's activities or the volume of its traffic, GSG, at the request of the Road Authority, shall cause necessary remedies to be implemented to ensure safe passage of the motoring public within twenty-four (24) hours; unless immediate hazards exist, in which case GSG shall take immediate action to make the Local Roads safe for the motoring public. Spray patching shall be the preferred method of interim road repair for Local Roads with a finish surface treatment; for Local Roads with a gravel surface during construction, additional gravel and blading of the road will be the preferred method of interim road repair. If GSG fails to act as required herein, the Road Authority may take remedial action and may close the road until the road is made safe for the motoring public.

(19) GSG shall comply with the time limits established by the Road Authority with respect to any requested closures of Local Roads. In any event, no such road closure shall exceed two (2) hours and the exact time of such closures shall be approved by the Road Authority, such approval shall not be unreasonably withheld. GSG shall provide reasonable notice to the applicable County Emergency Management Agency, local law enforcement agencies, affected rural mail providers, affected school districts, and fire protection and ambulance service providers of road closings prior to closing any roads, portion of roads, or intersections. In the event this provision is violated by GSG, the Road Authority may issue a Notice of Violation (Exhibit H) and, after allowing for a fifteen (15) minute grace period, may impose a fine of \$1,000.00 for each thirty (30) minute increment that the approved road closure period is exceeded. No fine shall be imposed for conditions outside of GSG's control or unexpected mechanical failures provided that GSG makes diligent efforts to rectify such failures. GSG shall pay any fine imposed within thirty (30) calendar days of receipt of the Notice of Violation. The Road Authority may issue a Notice of Violation and impose a fine of \$5,000.00 in the event GSG fails to notify the Road Authority of a road closure; provided, however, that in the case of an emergency GSG shall not be required to provide prior notice to the Road Authority, but shall notify the Road Authority as soon as reasonably practical.

(20) GSG, upon written request of the Road Authority, shall obtain and post traffic signs, including signs advising "No Wind Farm Construction Traffic" at various locations as an aid to traffic management. All such signage or postings shall comply with the Manual on Uniform Traffic Control Devices.

(21) In the event that GSG damages or moves a traffic control device to accommodate its construction traffic, such sign shall be immediately replaced by GSG in accordance with the Manual on Uniform Traffic Control Devices at its expense.

(22) All roadway construction activities, including road and intersection closures shall be marked and signed in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or Road Authority ordinance. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA and Road Closed signs.

(23) The Road Authority may issue a Notice of Violation (Exhibit H) and impose a fine of \$2,500.00 if the Road Authority determines a traffic control deficiency exists as provided for in Article 105.03 of the IDOT Standard Specifications for Road and Bridge Work. Before issuing a Notice of Violation, the Road Authority shall notify and direct GSG to correct the deficiency within a reasonably specified time which will be a half (½) hour to twelve (12) hours based upon the urgency of the situation and the nature of the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(24) In accordance with Section 9-104 of the Highway Code, all section corner stones and monuments shall be properly preserved.

(25) All work on Local Roads and rights-of-way shall be performed in a good and workmanlike manner, provide proper and positive drainage, and be in accordance with the January 2006 Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT and the “Standard Specifications for Road and Bridge Construction” (and any updates thereto) issued by IDOT.

(26) Junction or utility boxes installed in connection with the New Project shall be located ten feet (10’) off the public rights-of-way. Junction and utility boxes installed on privately owned property shall not interfere with the public rights-of-way. At any time in the future, if it becomes necessary or desirable to maintain, relocate, construct, expand, or replace any Local Road abutting private property containing such junction or utility boxes and as a result a GSG junction or utility box is required to be protected, repaired or relocated, GSG agrees to timely protect, repair or relocate such junction or utility box at its expense, and if it fails to do so, the Road Authority may do so in which event GSG shall pay reasonable costs incurred by the Road Authority in connection with the repair and relocation or protection of the affected GSG junction or utility boxes.

(27) Steel tracked equipment shall be allowed to cross Local Roads with an aggregate surface, protective matting (for asphalt crossing), or other protection method acceptable to the Road Authority (including, but not limited to, steel plates) at locations designated on the Project Traffic Map. Proper traffic control measures shall be used for the temporary closure of Local Roads to allow for such crossings. The Road Authority may issue a Notice of Violation (Exhibit H) and impose a fine of \$2,500 if this provision is violated.

(28) All GSG’s traffic (other than private vehicles and light duty trucks used solely for personnel transportation) related to the Decommissioning Work or the New Project shall use exclusively the routes designated for use by GSG traffic on the Project Traffic Map (Exhibit C) and shall not use Local Roads other than those so designated. In the event this provision is violated by GSG (including empty return trips after material or equipment has been unloaded), the Road Authority may issue a Notice of Violation within three (3) business days of the violation and impose a fine of \$1,000.00 per occurrence on GSG and GSG shall pay any fine imposed within thirty (30) calendar days of receipt of a Notice of Violation. GSG shall also be obligated to repair any road damage resulting from GSG’s improper use of local roads. If ten (10) fines are imposed for unauthorized road use on the same road, the road shall be deemed to be included as a road used for Decommissioning Work or New Project construction and GSG shall be responsible for the cost to repair such road as set forth in Section 3 of this Agreement.

(29) In accordance with permits issued by State authorities, oversize/overweight vehicles, as required by the State-issued permit, shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(30) At all times during the Decommissioning or New Project construction, GSG shall ensure that construction areas and routes are free and clear of mud, dirt, debris, garbage, obstructions, or hazards. Upon written request of the Road Authority, GSG shall clear any mud, dirt, debris, garbage, obstructions, or hazards from a Local Road, culvert, or ditch prior to dusk on the day such a request is made, or within two (2) hours if such request is made less than two (2) hours before dusk. GSG shall not be held responsible for obstructions or hazards caused by others. GSG shall bear the burden of proving to the Road Authority that a third party created the obstruction or hazard.

(31) If the Road Authority notifies GSG of significant potholes or other conditions caused by GSG's activities which make travel on a Local Road hazardous, GSG shall remediate the hazard as soon as reasonably possible, preferably prior to dusk on the day it receives notice of the hazardous condition from the Road Authority (or place illuminated or night condition warning signs pending the remediation of the hazard within twenty-four (24) hours). Spray patching shall be the preferred method of interim road repair for Local Roads with a finish surface treatment; for Local Roads with a gravel surface during construction, additional gravel and blading of the road will be the preferred method of interim road repair. If GSG fails to act within this time frame, the Road Authority may take remedial action at GSG's expense and may close the road until the road is made safe.

(32) All such actions undertaken by GSG to prepare the roads for winter conditions and the plowing of the roads by the Road Authority shall be subject to the approval of the Road Authority. If rapidly changing weather conditions (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic, upon providing notice reasonable under the circumstances to GSG, so as to protect the safety of the motoring public and prevent damage to road facilities.

(33) If Decommissioning Work or New Project Construction work is suspended for an extended period (not to exceed six (6) months), due to seasonal conditions or other cause, GSG, at its expense, shall take such measures as laying additional gravel, installing barriers, posting signs, or providing interim repairs or protections, as may be reasonably required to render Local Roads safe for vehicular traffic during the period such work is suspended. If work is to be suspended for a period exceeding six (6) months, then GSG's obligation for the repair and improvement of the Local Roads in accordance with Section 3 of this Agreement shall begin.

(34) The Road Authority and/or its designee shall have unfettered access to the Local Roads to inspect the roads, culverts, adjacent ditches, *et cetera*.

(35) Unless otherwise directed by the Road Authority, existing road surface materials, culverts (permanent and temporary), flood gates, signs, or other materials shall remain the property of the Road Authority and shall be delivered to locations as directed by the Road Authority.

(36) GSG shall reimburse the Road Authority for all reasonable inspection, observation, surveying, and coordination costs, including, but not limited to, engineer fees, incurred in connection with any and all road issues relating to the Decommissioning Work and construction of the New Project and repairs to the Local Roads and all roadway appurtenances. The Road Authority shall notify GSG in advance of incurring such costs. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills, together with a reasonably detailed summary of work performed by GSG.

(37) GSG shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all third party claims or judgments which may accrue against the County and its respective officers, employees, contractors, consultants, successors, elected or appointed officials, and assigns, arising out of any of the use of the Local Roads by GSG and its respective successors and/or assigns in connection with the Decommissioning Work; construction of the New Project; repair, improvement, and reconstruction of the Local Roads and all roadway appurtenances by GSG and GSG's activities involving use of the Local Roads during operations, maintenance, extraordinary events, and Decommissioning.

(38) GSG shall provide compensation to the Road Authority in the amount of five thousand dollars (\$5,000.00) per New Turbine in said Road Authority's jurisdiction (the "**Road Permit Fee**") payable on the earlier of the following events: (a) within thirty (30) business days of the execution of this Agreement or (b) seven (7) calendar days before the start of Decommissioning or New Project construction. The Road Permit Fee shall be deemed to provide permission for the vehicles which require a Road Permit related to the Decommissioning Work and construction of the New Project to travel upon the Local Roads as designated on the Project Traffic Map (Exhibit C), use and alteration of the Local Roads and rights-of-way, use of the right-of-way for removal and installation of the transmission, communication, and collection system cable and crossings, and for the issuance of driveway access permits, utility permits, and any other permit, inspection, consent or approval required under this Agreement for Decommissioning or New Project construction. The Parties further agree that the fee compensates the Road Authority for time spent on this project by the Road Authority prior and subsequent to the execution of this Agreement, and to ensure the Road Authority's taxpayers do not bear any financial burden as a result of the Decommissioning Work and construction of the New Project. The fee shall be made payable to the Road Authority and said fee shall be deposited into the County Highway Fund. The fee is non-refundable.

(39) With regard to work performed on Local Roads, GSG, its contractors, and its subcontractors shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.* Upon written request, GSG shall provide to the Road Authority documents establishing compliance with the Illinois Prevailing Wage Act. Requested documentation shall be provided within seven (7) business days.

(40) All materials used on the Local Roads in connection with GSG's activities and repair or improvement of Local Roads and roadway appurtenances shall be IDOT inspected and approved.

(41) With regard to work performed on Local Roads, parties engaged by or on behalf of GSG shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon written request, GSG shall provide to the Road Authority documents establishing that a contractor or subcontractor has been pre-qualified by IDOT. Requested documentation shall be provided within seven (7) business days. In the event a contractor or subcontractor loses pre-qualified status with IDOT after being awarded a contract for work, but before starting work, the contractor or subcontractor shall not be permitted to perform work on the Local Roads. GSG shall make commercially reasonable efforts to use qualified contractors and subcontractors located in Lee County, Illinois.

(42) In the event GSG reimburses the Road Authority for work performed by the Road Authority, GSG shall pay for the Road Authority's work in accordance with Motor Fuel Tax Equipment Rates for the Road Authority in effect at the time the work is performed. Payments shall be made within thirty (30) calendar days from the date a bill is placed in the mail for delivery to GSG or is delivered to GSG by facsimile or e-mail.

(43) GSG shall provide to the Road Authority any "As-Built" drawings of improvements to the Local Roads or rights-of-way that GSG, its engineers, contractors, or subcontractors may possess.

(44) GSG shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of GSG's on-site representative for communication purposes regarding this Agreement and the Existing Project and New Project. GSG's on-site representative may be changed and any such change or change in contact information shall be promptly communicated to the Road Authority in writing.

Section 3: GSG's Obligations for the Repair and Improvement of the Local Roads.

(A) GSG shall bear financial responsibility for necessary improvements and repairs to the Local Roads as a result of Decommissioning Work or New Project construction, including the reasonable costs incurred for engineering estimates and inspections as provided in this Section 3. Upon commencement of use of the Local Roads (including pre-construction or pre-demolition improvements to such roads) by GSG, damage caused by GSG or GSG's Parties requiring immediate repair to ensure the safety of the motoring public may also trigger GSG's obligation to perform road work. The term "damage" as used in this Agreement shall be interpreted in the broadest sense and shall include, but is not limited to, bleeding, rutting, rolling, breaking, damage to the road surface, subsurface, bridges, box culverts, culverts, drainage tiles, signs, or adjacent ditches. The Parties expressly acknowledge that, but for the activities of GSG and its Parties, the Local Roads would not require improvements, reconstruction, or significant repairs to accommodate the current use of the Local Roads by the motoring public; accordingly, the Road

Authority shall not contribute any funds for the road work required in advance of or following Decommissioning Work or New Project construction or as needed to effect an immediate repair to ensure the safety of the motoring public during such construction.

(B) The Parties acknowledge that the scope of road work required following Decommissioning Work and final completion of New Project construction (the “**Road Work**”) cannot fully be determined at the time this Agreement is executed because the damage to be sustained by the Local Roads is subject to various factors, including, but not limited to, weather conditions during Decommissioning Work and New Project construction. Notwithstanding the uncertainty as to the Road Work which will be required, the Parties agree the Road Work to be performed on the Local Roads following GSG’s completion of the Decommissioning Work and the construction of the New Project shall be as follows below.

(1) All work shall be in accordance with the January 2006 Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT and the “Standard Specifications for Road and Bridge Construction” (and any updates thereto) issued by IDOT.

(2) For all roads, repairs shall be completed in accordance with the BDE Manual, the BLR Manual, the Drainage Manual, and IDOT Standard Specifications and all work shall extend to the logical termini, that is, intersection to intersection or to the next bridge. Consistent road widths and pavement types on road segments shall be utilized.

(3) GSG shall be responsible for subsurface repairs of any areas which upon visualization and other customary methods of road evaluation show rutting, cracking, rolling and/or pumping based on a loaded truck test roll in the presence of representatives of the Road Authority and GSG of the Local Roads used for the Decommissioning Work and New Project construction (a “**Proof Roll**”). The truck shall be loaded as follows: 27,000 pounds on two axles or 54,000 pounds on three axles with a tolerance not to exceed ten percent. The truck shall make one pass over each travel line. The Road Authority shall arrange for the Proof Roll to be performed; GSG shall pay for the Proof Roll. In addition to its responsibility for subsurface repairs, GSG shall also be responsible for the following items.

(a) Repairing drainage problems resulting from Decommissioning Work or New Project construction so that proper drainage is achieved.

(b) Ditch work to be completed as required by the particular conditions existing of each road following Decommissioning and New Project construction. Disturbed ditches will also be graded and seeded in compliance with all Federal, State, and County requirements.

(c) All culverts shall be inspected for damage following Decommissioning and New Project construction by a qualified Engineer

and, if necessary, replaced with new culverts of the same size which are riveted, corrugated, metal culvert pipes. No spiral culverts shall be used. The Road Authority shall engage an Engineer to conduct the inspection.

(d) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Decommissioning and New Project construction and, if necessary, replaced or repaired as needed. The Road Authority shall engage an Engineer to conduct the inspection.

(e) With respect to gravel roads, all subsurface damage caused to gravel roads shall be repaired. The repair work may include completing subsurface repairs as evidenced by indications of subsurface failure. This may include stabilization and subsurface drainage work. Road culverts and entrances damaged by construction activities shall be repaired or replaced.

(f) With respect to any occurrence of roadbed damage to seal coat roads resulting from subbase failures, repair work shall include, but not be limited to, removal of the seal coat surface material, stabilization and subsurface drainage work as needed, compaction of the subbase material, addition of compacted CA-2 if full depth failure was evident, addition of no more than four inches (4") of compacted CA-6 if this material is absent in the existing subbase and prime with MC-30 and surface with HFE-190 or HFRS-2 Oil Emulsion surface treatment Class A-3 using only Class A stone.

(g) For hot mix asphalt ("HMA") roads, subbase failures shall be repaired as needed based on actual conditions.

(h) Grading, shaping, and/or smoothing the road to prepare the road for application of the final road surface by the Road Authority.

(i) The Parties acknowledge farm drainage tiles are located under roads to be used by GSG. In the event these drainage tiles are damaged by GSG's activities, the Parties will determine on a case-by-case basis whether the tile can be repaired or requires replacement with Schedule 40 pipes approved by IDOT.

Subsequent Proof Rolls shall be performed as reasonably required, at GSG's expense, to assure the Local Roads are properly prepared for surface coat treatments.

(4) Upon the Road Authority's determination, to be made in coordination with GSG, that construction of the New Project, or a portion of the New Project, is substantially complete, the Road Authority shall arrange for the Proof Roll as noted in subsection (3) of the applicable Local Roads and inspection of the

affected roads, culverts, bridges, and box culverts and shall obtain and deliver to GSG an Engineer's estimate of the engineering, labor, and material for the Road Work, or applicable portion of the Road Work, clearly identifying the scope and estimate of repairs and work to be performed (the "**Engineer's Estimate**"). The Engineer's Estimate shall be made in good faith to assess, qualify, and quantify damages resulting from demolition activities and New Project construction. GSG then shall have fourteen (14) calendar days to accept or dispute the Engineer's Estimate from the date the Engineer's Estimate is delivered by email or overnight delivery to GSG. If GSG disputes the Engineer's Estimate, GSG shall, within the fourteen (14) calendar days, deliver by email or overnight delivery, a written notice to the Road Authority setting forth disputed portions of the Engineer's Estimate and the factual basis for the disputed portions. The Parties shall then make a good faith effort to resolve the dispute(s). If the Parties are unable to resolve the dispute, either Party may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(C) Upon completion of the Road Work to be performed by GSG as determined by the Engineer's Estimate, GSG shall provide written notice to the Road Authority when GSG has completed its Road Work (the "**Completion Notice**"). The Completion Notice shall include an attestation, under oath, from GSG or its agent, that all contractors, subcontractors, and material suppliers retained by or for the benefit of GSG who performed Road Work have been paid amounts then due, or, in the event of a disputed payment claim, the payment claim has been insured or bonded over. Upon receipt of the Completion Notice, the Road Authority shall have ten (10) business days to inspect GSG's Road Work and provide written notice to GSG that its Road Work is accepted or rejected in whole or in part. The Road Authority may require an additional Proof Roll before final acceptance of GSG's Road Work.

(1) If the Road Authority rejects GSG's Road Work, the Road Authority shall state, with particularity the work rejected, the action required to make the rejected work acceptable, and a reasonable time period for the completion of the work (the "**Punch List Work**"). Upon completion of the Punch List Work, GSG shall provide another Completion Notice to the Road Authority. If GSG disputes the Road Authority's rejection of its Road Work and/or the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(2) GSG's Road Work shall be deemed accepted by the Road Authority (the "**Date of Acceptance**") upon the earliest to occur of the following events:

(a) the Road Authority's issuance of a written Notice of Acceptance substantially in the form of Exhibit I; or

(b) the Road Authority's failure to provide a written rejection of GSG's Road Work along with the Punch List Work to GSG within ten

(10) business days of the Road Authority’s receipt of the Completion Notice; or

(c) a date determined by the Neutral Engineer.

The warranty period for GSG’s Road Work, excluding any warranty for subbase road failures, shall expire three (3) years from the Date of Acceptance (the “**Warranty Period**”). The Road Authority shall promptly notify GSG of any suspected breach of warranty. Upon receipt of such notice, GSG shall reperform any Road Work to the extent that it was in breach of warranty

(D) On or before December 1, 2023, GSG shall pay to the Road Authority the cost of all road surface repair work, including the application of shoulder stone with a three foot (3’) aggregate wedge, or as otherwise required by IDOT specifications. In addition, the Parties agree the surface repair work for existing roads paved with HMA or a seal coated shall be an HMA surface treatment as noted below. The Parties also agree the surface repair work for existing aggregate roads on the delivery routes depicted on the Final Project Traffic Map shall be to place a fresh six inch (6”) compacted layer of CA-6 aggregate graded to the proper roadway width and crown as specified in IDOT’s BLR Manual.

The Parties agree GSG shall pay the Road Authority the following amounts for the road surface repair work to be performed by the Road Authority:

Road Authority	HMA Miles	Aggreg Miles	Surface Repair Cost	4% Engin.	Total Cost
Lee County Inlet Rd.-Only Empty Loads	1.8	0	\$ 180,000	\$ 7,200	\$ 187,200
Lee County Chicago Rd-Component Loads	3	0	\$ 450,000	\$ 18,000	\$ 468,000
Brooklyn Twn. Rd. Dist.	1.75	3	\$ 412,500	\$ 16,500	\$ 429,000
Lee Center Twn. Rd. Dist.	1.4	1.1	\$ 265,000	\$ 10,600	\$ 275,600
Sublette Twn. Rd. Dist.	0.5	1.5	\$ 150,000	\$ 6,000	\$ 156,000
Total:	8.45	5.6	\$ 1,457,500	\$ 58,300	\$ 1,515,800

(the Surface Repair Cost plus the 4% Engineering Fee shall be the “**Surface Repair Payment**”). The Parties base the agreed upon Surface Repair Payment on a current repair cost of \$100,000/mile for HMA roads (empty loads only; 1.25” HMA with aggregate shoulders); \$150,000/mile for HMA roads (2” HMA with aggregate shoulders) and \$50,000/mile for aggregate roads. In event the agreed upon Surface Repair Payment stated in this paragraph fluctuates between the time this Agreement is executed and the time the Surface Repair Payment is due, then the Surface Repair Payment may be adjusted at the request of either Party and the Letter of Credit may be adjusted accordingly. If the Parties are unable to agree, the rates established by the successful bidder for surface repair work to be performed at the direction of the Road Authority at the bid letting at the Lee County Highway Department and in accordance with the Illinois Procurement Code, 30 ILCS 500/1 *et seq.* shall be used. In the event GSG uses Local

Roads in an amount exceeding the mileage set forth in the table above, then GSG shall make a supplemental Surface Repair Payment to the Road Authority when GSG delivers its Completion Notice in accordance with this Section 3. The supplemental Surface Repair Payment shall be based upon bid letting rates then in effect at the Lee County Highway Department and shall also include the four percent (4%) Engineering Fee.

(E) In the event the Parties disagree as to the nature and/or scope of required Road Work and the negotiation efforts of the Parties are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select an Engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall have no prior relationship with the Parties. The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by GSG. Acceptable Neutral Engineers include:

- (1) Chastain & Associates, LLC
5 N. Country Club Road
Decatur, IL 62521
217-422-8544
- (2) Hanson Professional Services Inc.
1525 S. Sixth Street
Springfield, IL 62703
217-788-2450

Section 4: Road Authority Undertakings. In consideration for the obligations of GSG under this Agreement, the Road Authority agrees as follows:

(A) Upon receipt from GSG of the full amount of the Road Permits Fee as provided for in Section 2(D), the proof of insurance coverage as provided for in Section 5, the Letter of Credit as provided for in Section 6, and other items due as provided for in this Agreement, to permit GSG to make pre-construction improvements to the Local Roads as set forth in the Traffic Impact Analysis and as accepted by the Road Authority and to use the Local Roads for the Decommissioning Work and New Project construction, including vehicles which require a Road Permit. All other applicable and necessary permits and approvals shall be issued by the Road Authority and delivered to GSG's onsite project manager in a timely manner upon the filing of applications by or on behalf of GSG.

(B) The Road Authority agrees to coordinate and cooperate with GSG so as to minimize the impact of GSG's use of the Local Roads on normal local traffic.

(C) The Road Authority agrees representatives of parties providing inspection and observation services for the Road Authority shall alert (by personal notice, telephone call, or text message) GSG's on-site safety manager as to his or her presence on the Project site.

Section 5. Insurance. GSG shall furnish the Road Authority with evidence of liability insurance in the amount of at least Ten Million Dollars (\$10,000,000.00) (United States Currency) per occurrence for bodily injury and property damage covering the activities of GSG contemplated by this Agreement. Limits of liability can be achieved by a combination of General Liability and Umbrella/Excess Liability policies. All insurance shall be written by a company receiving an AM Best rating of B+ or better or otherwise reasonably determined to be acceptable by the Road Authority. A Certificate of Insurance shall be provided to the Road Authority with the Transportation Impact Analysis. The insurance policy shall provide for a 30 day "prior notice of termination" provision in favor of the Road Authority. Should GSG allow such liability insurance to terminate, the Road Authority shall have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to be reinstated. The County and its elected and appointed officials, employees and agents shall be named as additional insureds as their interests may appear and as per contractual obligation on the policy and GSG shall provide a certificate of insurance confirming Additional Insured status to the Road Authority when the Certificate of Insurance is delivered to the Road Authority.

Section 6: Letter of Credit.

(A) No later than ten (10) business days prior to the start of Decommissioning or construction of the New Project, GSG shall provide to the Road Authority an irrevocable Letter of Credit (the "**Letter of Credit**") issued by a sound financial institution located in the United States of America substantially in a form attached as Exhibit J. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit. GSG may initially fulfill its obligation to provide the Letter of Credit by funding an escrow account for the benefit of the Road Authority pursuant to an escrow agreement substantially in the form of Exhibit K, however, GSG shall replace such an escrow account with a Letter of Credit within sixty (60) days of the funding of the escrow account.

(B) The Letter of Credit shall provide security to the Road Authority for the following phases of the Decommissioning Work and New Project construction:

1. the pre-construction and pre-demolition road improvements;
2. the Decommissioning Work and New Project construction; and
3. the Operations Phase of the New Project (as defined in Section 7).

(C) The Letter of Credit shall be in the amount of 130% of the sum of (1) of the estimated Pre-Construction Repair Work Estimate and the Post Construction Repair

Work Estimate for the Local Roads under the Road Authority's jurisdiction as determined in the Transportation Impact Analysis and accepted by the Road Authority.

(D) At six (6) month intervals from the date the Letter of Credit is initially provided by GSG to the Road Authority, and until the Road Authority's receipt of the Road Work Payment, the Parties may reassess the estimated cost of the Road Work and, subject to approval by the Road Authority, the Letter of Credit may be revised to reflect the periodically revised estimate.

(E) Upon GSG's delivery to the Road Authority of the Road Work Payment and payment of any outstanding payment obligations provided for in this Agreement, GSG shall maintain a Letter of Credit (or alternative form of financial security acceptable to the Road Authority) in an amount equal to Two Thousand Dollars (\$2,000.00) for each mile of Local Road used during Project construction as provided for in Section 7(E) for the benefit of the Road Authority during the Operations Phase of the New Project.

(F) A reduction in the Letter of Credit shall not amount to acceptance by the Road Authority of improvements or repairs to Local Roads by GSG.

(G) The amount stated on the Letter of Credit at any time shall not be deemed to be the limit of GSG's financial obligations under this Agreement. Should the cost or expense of any of GSG's financial responsibilities under this Agreement exceed the amount stated on the Letter of Credit, GSG shall remain liable for any additional cost or expense.

(H) Before making a draw on the Letter of Credit, the Road Authority shall provide a notice of default in accordance with Section 9(C) of this Agreement. If GSG diligently pursues a cure of such default or cures such default, the Road Authority shall not draw on the Letter of Credit for the stated default. The insuring or bonding over of any payment claim of a contractor, subcontractor, or material supplier by GSG with the Road Authority shall constitute an acceptable cure of a default based upon GSG's failure to pay a contractor, subcontractor, or material supplier.

(I) The Letter of Credit may be used by the Road Authority, in its sole discretion, to cure any uncured defaults of any kind or nature with respect to GSG's obligations under this Agreement, including, but not limited to:

(1) providing payment for any of GSG's obligations under this Agreement which remain unpaid for thirty (30) calendar days after the payment is due and payable, which obligations shall include without limitation, modification, repairs, and improvement of the Local Roads;

(2) keeping the liability insurance policy required pursuant to Section 5 in force and effect;

(3) in the event the Road Authority is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of GSG's contractors, subcontractors,

material suppliers, engineers, or others (a “**Lien Claimant**”) that GSG has not paid for work performed in connection with this Agreement and, after written notice of such claim, GSG has not provided a payment bond for the amount claimed either as required by any court in which an action is pending or pursuant to the Illinois Mechanic’s Lien Act with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in the Road Authority shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Letter of Credit;

(4) reimbursement for emergency actions by the Road Authority to protect public health and safety; and

(5) reimbursement for such other actions or costs incurred (erection of traffic control signs, payment for outside consultants and advisors, *et cetera.*) as are provided for under this Agreement.

Section 7: Operations Phase of the New Project.

During the operations and maintenance phase of the New Project, GSG agrees to, and shall cause GSG’s Parties to, abide by the terms and conditions set forth below.

(A) As needed, GSG shall apply for Road Permits from the Road Authority using the application forms currently in effect at the time of the application and shall not move such vehicles until the necessary Road Permits are issued. The Road Authority shall not unreasonably withhold, delay, or condition such Road Permits.

(B) As needed, GSG shall apply for entrance permits from the Road Authority using the application forms currently in effect at the time of the application. GSG shall not create an entrance point until the permit is issued. The Road Authority shall not unreasonably withhold, delay, or condition such permits.

(C) As needed, GSG shall apply for utility permits from the Road Authority using the application forms currently in effect at the time of the application. GSG shall not proceed with utility work until the utility permit is issued. The Road Authority shall not unreasonably withhold, delay, or condition such utility permits.

(D) GSG shall be financially responsible for damage, ordinary wear and tear excepted, to Local Roads caused by New Project vehicle traffic during the course of ordinary operations and maintenance of the New Project. By way of illustration and not limitation, ordinary operations and maintenance includes activities such as changing the gear oil, coolants, seals, brake pads, and filters; greasing the bearings; adjusting sensors and actuators; and visually inspecting the blades, tower, and electrical connections and the replacement or refurbishment of these components. Repairing or replacing up-tower

components, such as a gear box, generator, or blade(s) on an individual turbine is also an example of ordinary operations and maintenance.

(E) On April 1, 2024 and on the first day of April every year thereafter while the New Project is operating, GSG shall pay to the Road Authority an annual maintenance permit fee of Two Thousand Dollars (\$2,000.00) per each mile of Local Roads used for construction of the New Project under the Road Authority's jurisdiction as determined by the final Project Traffic Map following construction of the New Project (all incremental miles shall be rounded up) (the "**Annual Operation Fee**"). The Annual Operation Fee shall be deposited in the County Highway Fund. The Annual Operation Fee shall be increased annually by two percent (2%).

(F) Extraordinary Events. In the event GSG elects to repower any Turbine(s) or is required to perform other extraordinary repair or maintenance such that overweight or oversize vehicles must make multiple, successive deliveries of Turbine parts (by way of example and not limitation, multiple nacelles and/or replacement tower segments [in contrast, as way of further example and not intended as a limitation by the Parties, repairing a single turbine due to damage caused by a lightning strike or faulty part would not be an Extraordinary Event]), (an "**Extraordinary Event**"), GSG shall:

(1) give advance written notice of the intended movements to the Road Authority;

(2) provide a transportation impact analysis and plan, with a schedule of bridges and culverts to be used and an estimate of pre- and post-construction repairs and estimated costs, similar in form to the information provided when the New Project was constructed, all of which is subject to reasonable approval by the Road Authority; and

(3) provide a Letter of Credit (or other form of financial security acceptable to the Road Authority) to the Road Authority to protect the Road Authority from the expense of repair and/or restoration of Local Roads resulting from GSG's road use related to such Extraordinary Events.

(G) In the event that GSG desires use of Local Roads for the development of another new or separate wind energy project, another road agreement with the Road Authority shall be required.

Section 8: GSG's Obligations for the Repair and Improvement of Local Roads for Decommissioning of the New Project.

(A) The Parties acknowledge the scope of New Project decommissioning road use and road work cannot be determined at the time this Agreement is executed.

(B) GSG shall bear financial responsibility for necessary improvements and repairs to the Local Roads as a result of New Project decommissioning, including the costs incurred by the Road Authority with third party consultants such as engineers and attorneys.

(C) GSG shall provide one year's advance written notice to the Road Authority of the intended decommissioning of the New Project. The Parties shall negotiate in good faith an agreement providing for the following items.

(1) A schedule for GSG to provide a transportation impact analysis and plan to the Road Authority, with a schedule of bridges and culverts to be used and an estimate of pre- and post-demolition road repairs and estimated costs, similar in quality and form to the information provided to the Road Authority when the New Project was constructed, all of which will be subject to reasonable approval by the Road Authority.

(2) The provision of financial security by GSG in a form acceptable to the Road Authority in an amount equal to the estimated repair costs to the Road Authority to secure GSG's obligation to repair and/or restore the Local Roads as a result of damage caused by GSG's Parties and/or GSG's use of the Local Roads in connection with decommissioning of the New Project.

(3) The provision of proof of insurance in an amount requested by the Road Authority to cover GSG's decommissioning activities similar in quality and form as the proof of insurance coverage provided to the Road Authority when the New Project was constructed, all of which will be subject to reasonable approval by the Road Authority.

(D) The Road Authority will coordinate and cooperate with GSG to minimize the impact of GSG's use of the Local Roads for decommissioning purposes on normal local traffic. The Road Authority will permit GSG to use the Local Roads for New Project decommissioning, including overweight, oversize, and overwidth vehicles. All other applicable and necessary permits and approvals will be issued by the Road Authority upon terms to be negotiated by the Parties before scheduled decommissioning on the New Project.

Section 9: Miscellaneous.

(A) Incorporation of Recitals. The Recitals set forth above are hereby incorporated herein and made a part of this Agreement.

(B) Approvals. Whenever the consent or approval of any Party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(C) Remedies and Enforcement. Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions, or conditions of this Agreement by any party, or their successors or assigns, which default is not cured for a period of fourteen (14) calendar days after receipt of a written notice to the defaulting party of such default or such longer period for default that cannot be reasonably cured within fourteen (14) calendar days provided the defaulting party commences the cure within such fourteen (14) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall have the right to file a breach of contract claim, an action for declaratory relief, seek injunctive relief or any other remedy available at law or in equity. Receipt of such notice shall be deemed to have occurred (1) on the date of personal delivery, (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (*e.g.* Federal Express) to the parties hereto at their respective addresses set forth below. Notwithstanding the foregoing, the Road Authority may, without notice, take remedial action if immediate hazards exist and GSG is unable to or fails to take immediate action to make the Local Roads safe for the motoring public and any costs reasonably incurred by the Road Authority in such a circumstance shall be reimbursed by GSG.

(D) Due Authorization. GSG hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of GSG. The Road Authority hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of such Road Authority.

(E) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(F) Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties.

(G) Amendments. No waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each Party hereto.

(H) Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (*e.g.* Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing by the Party receiving the notice by facsimile

or e-mail. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Notices shall be addressed as follows:

If to GSG:

GSG Wind, LLC
6688 N. Central Expressway
Suite 500
Dallas, TX 75206
Telephone: 214-515-1100
E-mail: Sam.mangrum@leewardenergy.com

If to the Road Authority:

Lee County Highway Department
Attn: Lee County Engineer
1629 Lee Center Road
Amboy, IL 61310
Telephone: 815-857-4141
Facsimile: 815-857-4242
E-mail:danderson@countyoflee.org

With copy to:

GSG Wind, LLC
Attn: Legal Department
6688 N. Central Expressway
Suite 500
Dallas, TX 75206
Telephone: 214-515-1100
E-mail: legal@leewardenergy.com

With copy to:

Charles A. Boonstra
Lee County State's Attorney
309 South Galena Avenue
Dixon, Illinois 61021
Telephone: 815-284-5245
Facsimile: 815-284-1604
E-mail: cboonstra@countyoflee.org

and

Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, Illinois 61364
Telephone: 815-672-3116
Facsimile: 815-672-0738
E-mail: shchurney@ktjlaw.com

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

(I) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by e-mail or facsimile shall be as effective as delivery of a manually signed counterpart to this Agreement.

(J) Commencement of Project. This Agreement shall be void if the Decommissioning Work and substantial construction of the New Project is not commenced by December 31, 2023.

(K) Termination Right. Notwithstanding anything to the contrary in this Agreement, prior to the start of the Decommissioning Work or construction of the New Project, in its absolute discretion GSG may, upon written notice to the Road Authority, terminate this Agreement with no further rights or obligation by or among the Parties; provided, however, that GSG's obligations to pay for third party costs incurred by the Road Authority shall survive any such termination.

(L) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(M) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Fifteenth Judicial Circuit, Lee County, Illinois.

(N) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives. This Agreement may not be assigned without the written consent of the other Party hereto, such consent not to be unreasonably withheld; provided, however, that GSG may collaterally assign this Agreement, without the consent of the Road Authority, in connection with any financing or refinancing of the New Project. Any such collateral assignment will not relieve GSG of its obligations under this Agreement. In the event of a such a permitted assignment, GSG shall, seven (7) business days after such assignment, provide written notice to the Road Authority of the name, address, entity type, and state of incorporation of the assignee, as well as the name and address of the assignee's registered agent in the State of Illinois. Prior to any assignment requiring the approval of the Road Authority, GSG shall provide to the Road Authority a written sworn statement executed by the proposed assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, agrees to be bound by the terms and conditions of this Agreement, and, if requested to do so, will meet with the Road Authority to review the terms and conditions of this Agreement.

(O) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(P) Reimbursement of Costs. GSG shall reimburse the Road Authority for the expenses of any special meetings that may be held at the request of GSG related to the

adoption or amendment of this Agreement, including but not limited to the cost of publishing notice of such meetings in local newspapers and payment to the members of the Road Authority's board and support staff for attendance at such meetings. Such reimbursement payments shall be made within thirty (30) calendar days of such meeting and shall be deposited in the County General Fund.

(Q) Attorney's Fees and Costs. GSG agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, the ongoing review of compliance with the Agreement, the review of all notices, Letters of Credit and all documents in connection with this Agreement or any extension, amendment, or modification thereof, and all other legal work required by the Road Authority in connection therewith. If any action at law or in equity is brought by the Road Authority to enforce this Agreement and the Road Authority prevails in such litigation, the Road Authority shall be entitled to receive from GSG reasonable attorneys' fees and costs incurred, in addition to any other relief to which the Road Authority may be entitled.

(R) Memorandum of Agreement. A Memorandum of this Agreement (substantially in the form of Exhibit L hereto) shall be recorded with the Lee County Recorder of Deeds by GSG at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement.

(S) Construction of the Agreement. In the event disputes arise concerning this Agreement or any of its provisions, the Agreement shall be interpreted in the light most favorable to the Road Authority and strictly against GSG, it being the intent of the parties to avoid burden to the Road Authority's taxpayers and residents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

LEE COUNTY, ILLINOIS

ATTEST:

By: _____
Bob Olson, Chair

By: _____
Nancy Petersen, County Clerk

GSG Wind, LLC

By: _____
Name: _____
Title: _____

County of Dallas)
) ss
State of Texas)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his/her capacity as _____ of GSG Wind, LLC, a Delaware limited liability company, s/he signed and delivered said instrument on behalf of GSG Wind, LLC pursuant to authority granted by the company’s managing member.

Given under my hand and notarial seal on June ____, 2023.

Notary Public

Exhibit A: Existing Project Map

(attached)

Exhibit A - Existing GSG Site

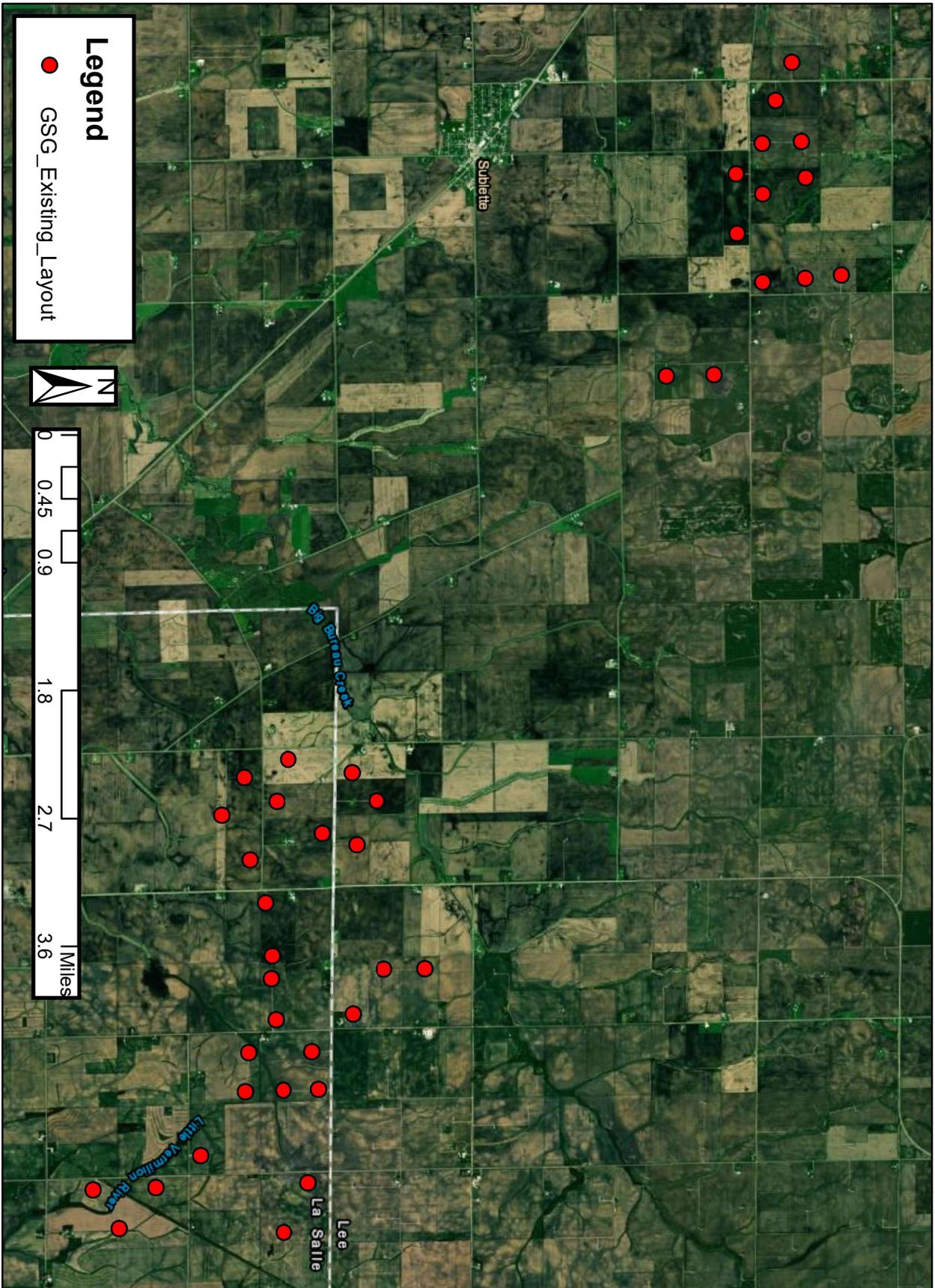
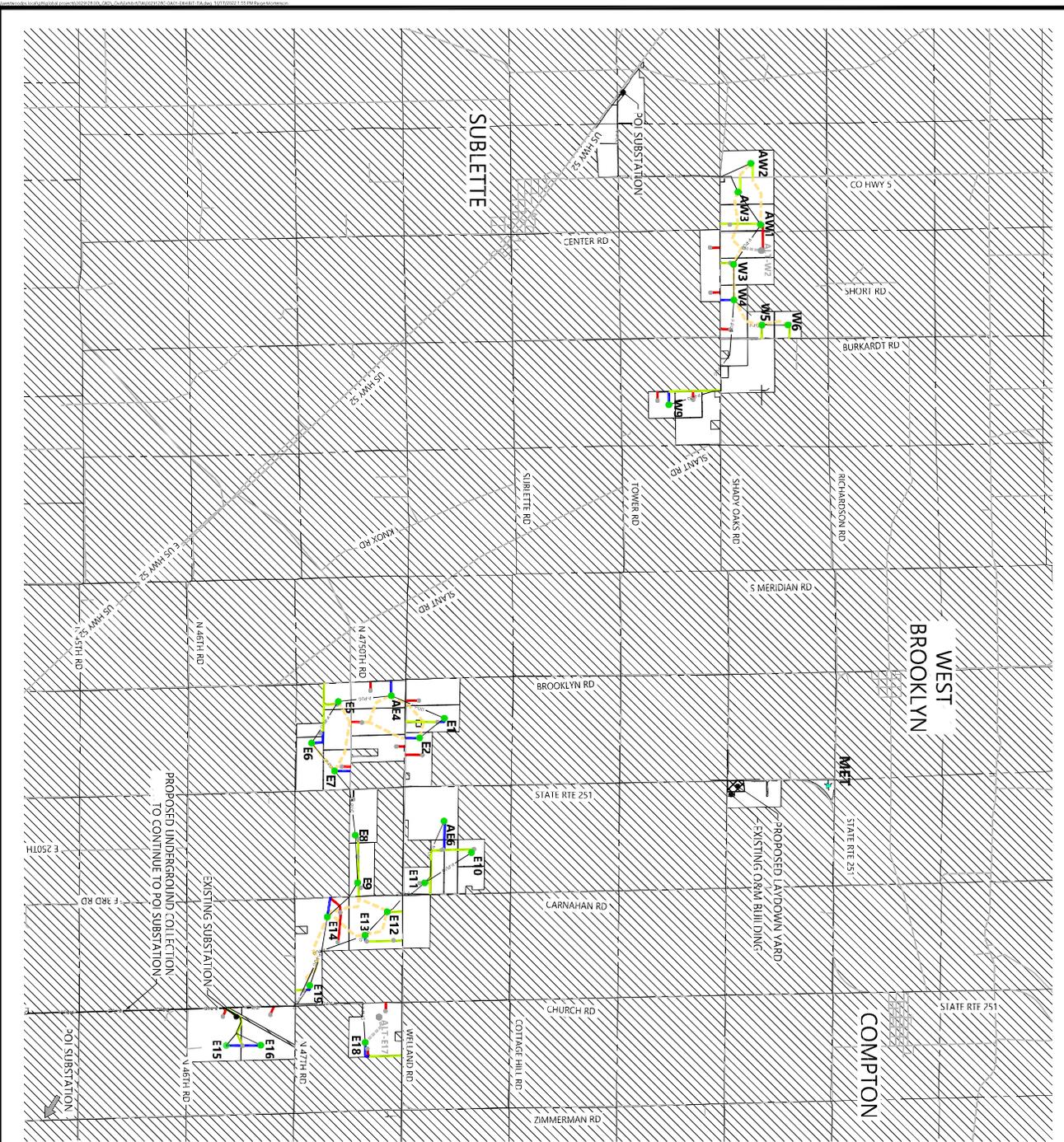


Exhibit B: New Project Map

(attached)



- LEGEND:**
- PROJECT BOUNDARY
 - # PROPOSED TURBINE LOCATION
 - # ALTERNATE TURBINE LOCATION
 - # MET
 - EXISTING UNDERGROUND COLLECTION
 - PROPOSED UNDERGROUND COLLECTION
 - EXISTING ACCESS ROAD TO BE RAISED
 - EXISTING ACCESS ROAD TO BE REMOVED
 - PROPOSED ACCESS ROAD
 - PROPOSED UNDERGROUND COLLECTION
 - EXISTING UNDERGROUND COLLECTION
 - ALTERNATE GAME PATH
 - EXISTING PUBLIC ROAD CENTERLINE
 - SECTION LINES
 - PROVIDED BY OTHERS

Westwood

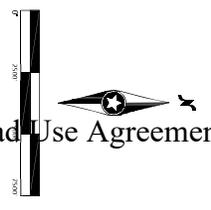
File # 1024377350 - 12/17/2014 (Print-Span-800)
 Est # 1024377350 - 12/17/2014
 Worksheet # 1024377350 - 12/17/2014
 Worksheet Professional Services, Inc.

LEeward

6888 N. Central Expressway, Suite 500
 Dallas, TX 75248

PROJECT: LEeward
 S. TITLE: COMMENT
 A. PROJECT: IN STUDY

REV. CHECK DATE
 1. 10/17/2014



GSG Wind Repower Project
 Lee and Lasalle Counties

Overall

NOT FOR CONSTRUCTION

DATE: 09/22/2012

SHEET: C200

REV: A

Exhibit C: New Project Traffic Map

(attached)

Exhibit D: Entrance Permit Application Form

(attached)

____ Lee County Highway Department
 ____ Brooklyn Township Road District.

____ Lee Center Township Road District
 ____ Sublette Township Road District

Property Location _____
 (Street or Road and City)

(circle one) N S E W Side of Road
 Approx. _____ FT. MI. from _____
 (circle one)

Between _____ and _____
 (Cross Street or Road)

(Cross Street or Road)

Subdivision _____ Lot _____ Block _____ Lot Size _____

TYPE / USE OF ENTRANCE			
A. Type of Entrance		B. Proposed Use	
<input type="checkbox"/>	New Building	<input type="checkbox"/>	Residential
<input type="checkbox"/>	Circle Drive	<input type="checkbox"/>	Single Family
<input type="checkbox"/>	2nd Entrance	<input type="checkbox"/>	Two or more Family
<input type="checkbox"/>	Needs Entrance Widened	<input type="checkbox"/>	Garage
<input type="checkbox"/>	Needs Entrance New Location	<input type="checkbox"/>	Accessory Building
<input type="checkbox"/>	Field Entrance	<input type="checkbox"/>	Other
		<input type="checkbox"/>	Non Residential
		<input type="checkbox"/>	Industrial
		<input type="checkbox"/>	Commercial
		<input type="checkbox"/>	Church
		<input type="checkbox"/>	School
		<input type="checkbox"/>	Other

SELECTED CHARACTERISTICS OF ACCESS

Please check all that apply.

<input type="checkbox"/>	Residential	<input type="checkbox"/>	Large Farm Equip.
<input type="checkbox"/>	Commercial/Delivery Trucks	<input type="checkbox"/>	Large Tractor/Trailer (semi)
<input type="checkbox"/>	Farming Equip. (small)	<input type="checkbox"/>	School Bus Turn Around
<input type="checkbox"/>	Business		

INDENTIFICATION	VALIDATION (DEPT. USE)
Owner: _____ (Name) (Phone Number)	Permit ID: _____
Address: _____ (Street) (City) (Zip)	PPN# _____
Contractor: _____	Permit Issued _____
I hereby certify that the proposed work is authorized by the Owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.	County Engineer _____
	Twp. Comm. _____
	Township _____
	CULVERT Size: _____ Length: _____
Signature of Applicant _____ Date _____	Type: _____

THIS PERMIT IS VALID FOR ONE (1) YEAR FROM DATE OF ISSUE

MUST HAVE COPY OF SURVEY ATTACHED

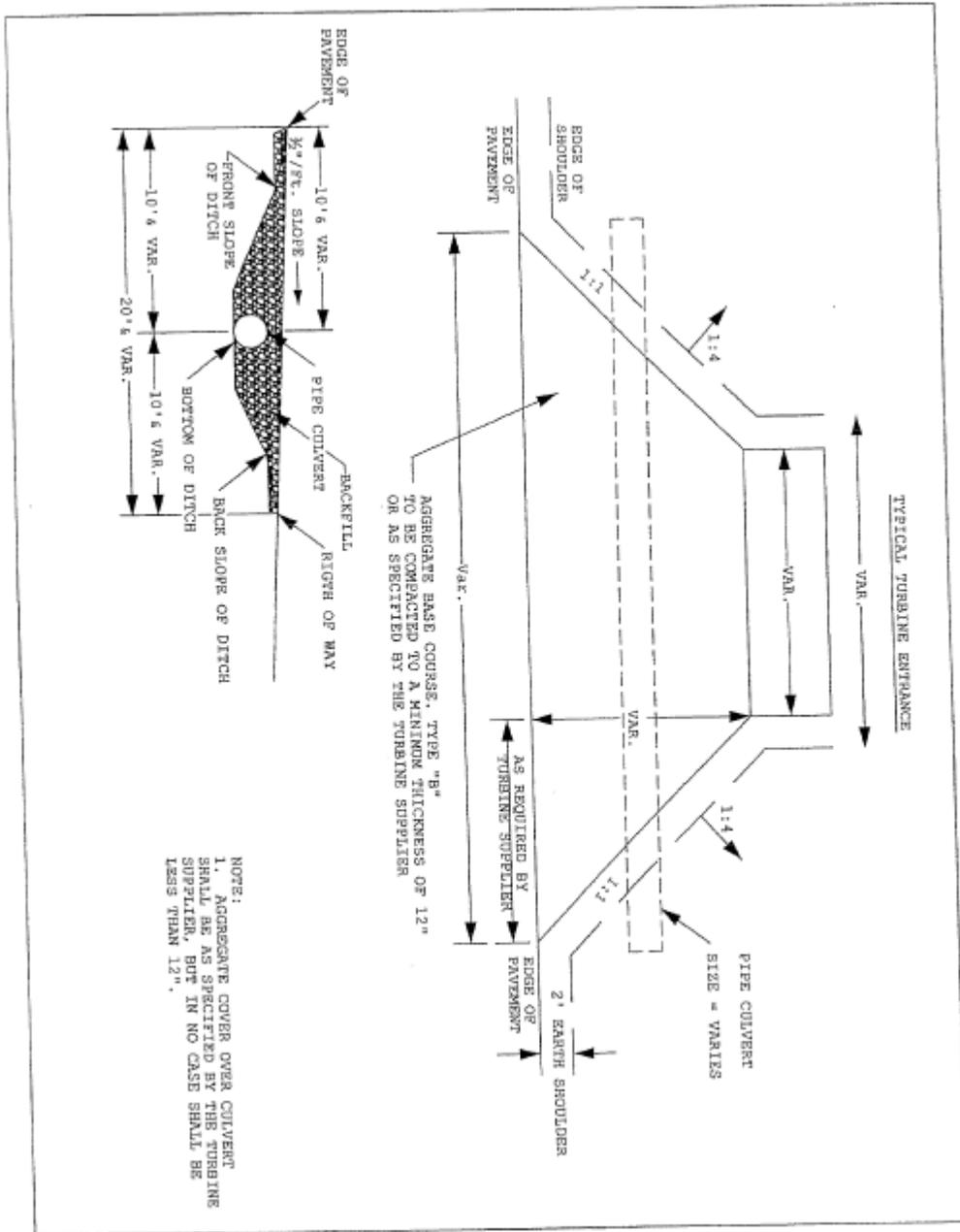


Exhibit E: Utility Permit Application Form

(attached)

Select Appropriate Jurisdiction:

- Lee County Highway Department
- Brooklyn Township Road District
- Lee Center Township Road District
- Sublette Township Road District

Existing Project Turbine # _____

New Project Turbine # _____

Public Improvement Yes No

Permit _____

Utility Reference No. _____

(We)

Name of Applicant

Mailing Address

City

State & Zip

_____, hereinafter termed the Permittee.

request permission and authority to occupy, and to do certain work herein described on, the right-of-way of the County highway

known as _____, Section _____,

from _____ to _____ in Lee or Bureau County. The work is described in detail below and/or on the attached sketch or plans. (circle one)

This permit covers the operation and presence of specified equipment, material or facility on the right-of-way which may be related to the authorized work. A copy of this permit must be present when crews or equipment occupy highway right-of-way.

This permit is subject to conditions and restrictions of Part 530 of Title 92 of the Illinois Administrative Code, Accommodation of Utilities on Right-of-Way in the State of Illinois. The removal, relocation or modification of facilities permitted to occupy the right-of-way is governed by Section 9-113 of the Illinois Highway Code, as amended by Public Act 92-0470. The Permittee agrees to comply with the requirements of these laws and with all terms and conditions established by this permit. This permit is subject to revocation by the approving Road Authority on violation of the terms and conditions governing its use.

THIS PERMIT IS NOT IN EFFECT UNTIL SIGNED BY THE APPLICANT AND APPROVED BY THE APPROPRIATE ROAD AUTHORITY

Signature of Agent for Permittee

Date

Name of Permittee (Print or Type)

Mailing Address

City

State

Zip

The work authorized by this permit to be completed by _____ or within _____ days after the date of approval by the appropriate Road Authority, otherwise the permit will be considered null and void.

This permit allowing occupancy and work on the approving Road Authority's right-of-way is approved.

Signature of approving Road Authority

Date: _____

Applicability

The provisions set forth in this document are applicable for all projects that include the installation of any utility component within the right-of-way of the Lee County Highway Department for which a permit has been granted. The term "County" in the following paragraphs shall refer to Lee County. These provisions are considered to be supplemental to the specific installation details as shown on the supporting documents included with the permit request.

This permit is subject to the conditions and restrictions established in accordance with the Illinois Highway Code and Part 530 of Title 92 of the Illinois Administrative Code including but not limited to the following:

- (1) The applicant represents all parties in interest and shall furnish material, do all work, pay all costs and shall in a reasonable length of time restore the damaged portions of the highway to a condition similar or equal to that existing before the commencement of the described work, including any landscape restoration necessary. (See Section 530.250 of Title 92.)
- (2) The proposed work shall be located and construction to the satisfaction of the County Engineer or his duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the County Engineer or his duly authorized representative. (See Section 530.200 of Title 92.) In certain circumstances the County may require that the construction plans and/or the as-built documents be sealed by an Illinois Registered Professional Engineer. Typical of such projects would be petroleum or gas pipelines.
- (3) The applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the applicant. (See Section 530.240 of Title 92.)
- (4) The applicant must ascertain the presence of Highway Authority Agreements established in accordance with 35 Ill. Admin. Code Section 742.1020 in the path of its proposed installation and take precautions to protect its workers, human health and the environment in those areas. (See Section 530.240 of Title 92.) Where contamination is encountered through excavation in the ROW, it should be managed offsite.
- (5) The applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the County Engineer or his duly authorized representative. (See Section 530.600 of Title 92.)
- (6) The facilities authorized to occupy the right-of-way by this permit are subject to removal, relocation or modification by the permittee at no expense to the County on notice given by the County in accordance with Section 9-113 of the Illinois Highway Code, as amended. Permittee shall cooperate with the County with the scheduling of any removal, relocation or modification deemed necessary for highway or highway safety purposes. Use of and compliance with current IDOT Traffic Control Standards will be required.
- (7) The permittee agrees to fully comply with the following legal obligations in advance of entering and while upon any Right-of-way within the County Highway System.
 - a) Open cutting of roadways will not be permitted.
 - b) Only a permit issued by the County under this Part will satisfy the "written consent" requirement of Section 9-113 of the Illinois Highway Code (the Code).
 - b) A permit from the County grants a license only to undertake certain activities in accordance with this Part on a County right-of-way, and does not create a property right or grant authority to the permittee, to impinge on the rights of others who may have an interest in the right-of-way. Such others might include an owner of an underlying fee simple interest if the right-of-way is owned as an easement or dedication of right of way, an owner of an easement, or another permittee.
 - c) It shall be the responsibility of the permittee to ascertain the presence and location of existing above-ground or underground facilities on the highway right-of-way to be occupied by their proposed facilities. The County will make its permit records available to a permittee for the purpose of identifying possible facilities. When notified of an excavation

or when requested by the County, a permittee shall locate, physically mark, and indicate the depth of its underground facilities within 48 hours excluding weekends and holidays.

- d) The permittee shall avoid conflicts with any existing underground or above-ground facilities on or near the highway right-of-way. Both the County and J.U.L.I.E. are to be contacted for assistance during the application process.
- e) The permittee shall comply with all other applicable laws relating to the placement of utility lines.
- f) The issuance of a utility permit by the County does not excuse the permittee from complying with any existing statutes, local regulations or requirements of the County (e.g., oversize and overweight vehicles) or the requirements of other County or State agencies including, but not limited to, the following:

Illinois Commerce Commission
Illinois Department of Agriculture
Illinois Department of Natural Resources
Illinois Department of Mines and Minerals
Illinois Environmental Protection Agency
Illinois Historic Preservation Agency

- g) Rights of abutting and underlying property owners are protected by common law and Sections 9-113 and 9-127 of the Code. The permittee will address these rights prior to initiating activities on County right-of-way. The County will not be a party in any negotiations between the utility and abutting property owners.
- h) In no case shall the permit give or be construed to give an entity any easement, leasehold or other property interest of any kind in, upon, under, above or along the County highway right-of-way.
- i) Each person responsible for a utility, in place on the effective date of this Part, on a County highway right-of-way shall notify the County in writing, if that facility does not comply with this Part. The County shall treat such a notice as a request for a variance under Section 530.130. Until informed that a variance will not be granted, a person responsible for a pre-existing utility will not be in violation of this Part. The failure to provide such notice constitutes a violation of this Part and of the utility accommodation permit (if any) and would justify the imposition of the sanctions set forth in Section 530.810.

(8) For Road District applications, references herein to "Lee County," "the County," or the Lee County Highway Department are deemed to be references to the appropriate Road District. In addition, references to the County Engineer are deemed to be references to the appropriate Road District Highway Commissioner.

(9) Permits are subject to the terms and conditions of the road use agreement entered into by GSG Wind, LLC and the Road Authority issuing the permit. If there are discrepancies between this form and the road use agreement, the road use agreement shall control.

Exhibit F: Overweight/Oversize Vehicle Permit Application Form

(attached)

EXHIBIT F OVERWEIGHT/OVERSIZE VEHICLE PERMIT APPLICATION

(Select Appropriate Jurisdiction)

- Lee County Highway Department
- Brooklyn Township Road District
- Lee Center Township Road District
- Sublette Township Road District

Existing Project Turbine # _____
New Project Turbine # _____
Other: _____

PERMIT NUMBER:	DATE OF MOVEMENT:
NAME AND ADDRESS:	MAKE:
ROUTE OF MOVEMENT:	TYPE OF LOAD:
	METHOD OF MOVEMENT:
	NUMBER OF AXLES:
	TOTAL WEIGHT:
	TOTAL WIDTH: TOTAL LENGTH:

VOID IF LIMITATIONS STATED HEREIN ARE EXCEEDED

In accepting this permit, the grantee agrees that the vehicle or object can and will be moved strictly in compliance with the terms set forth in this permit.

SEE NOTE BELOW

A flagman shall be furnished by the grantee when the load exceeds twelve feet in width to insure safety to other traffic approaching this movement and projecting load shall be clearly marked with flags. The flagman shall be at least eighteen years of age and capable to using mature judgment in flagging traffic when his services are required. Other traffic shall be given the right of way over this movement at all times. Due care shall be taken that the overall height of the vehicle and load does not exceed the vertical clearance to any structures encountered along the route of movement. The object shall be mounted and moved in such manner that no part of the vehicle or load will extend beyond the center of traffic pavement.

The grantee shall assume all responsibility for accidents or damages that may accrue to persons or property either public or private, caused directly or indirectly by reason of the transportation of loads under this permit. This permit covers only the specific movements mentioned above and is not transferable. This permit shall be carried on the vehicle to which it refers and shall be open to inspection by any police officer or agent of this Road Authority. This permit is granted only with the understanding that the vehicle is properly licensed; that the grantee has proper authority to transport the load this permit covers. It is effective only insofar as this Road Authority has jurisdiction and does not release the grantee from any other existing laws relating to this movement.

PERMIT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ROAD USE AGREEMENT BETWEEN GSG WIND, LLC AND THE ISSUING ROAD AUTHORITY. IF THERE ARE DISCREPANCIES, THE ROAD USE AGREEMENT SHALL CONTROL.

Date Permit was issued: _____

Signed _____
Road Authority

Fax: _____

Contact: _____

Date Permit Expires: _____

Exhibit G: Plan of Day Form

(attached)

**PLAN OF THE DAY
PUBLIC ROADWAYS**

Date: ___/___/___

Page ___ of ___

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

Roadway: _____ From: _____ To: _____

Full Closure Partial Closure Expected Date of Reopening: ___/___/___

Will residents living along the roadway have access? Yes No

From which direction? _____ Have they been notified? Yes No

Scope of Work:

Culvert(s): _____

Soil Cement Stabilization

Aggregate Capping

Roadway Preparation

Seal Coat

Other: _____

Exhibit H: Notice of Violation Form

Deliver Notices of Violation to:

GSG Wind, LLC
 Attn: Sam Mangrum
 GSG Wind, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, TX 75206
 Telephone: 214-515-1100
 E-mail: Sam.mangrum@leewardenergy.com

Method of Delivery
 (Select all that apply)

- Email
- Overnight Delivery
- Personal Delivery to construction manager at site
- Facsimile

Date: _____

Notice is hereby given to GSG Wind, LLC (“GSG”) that a violation of the Road Use Agreement entered into by the Road Authority and GSG has occurred.

Check one:	Type of Violation:	Fine:	Notes:
	Road Use without written permission to proceed	\$1,000	
	Unpermitted overweight / oversize vehicle	\$1,000	
	Road closure exceeds 2 hours or other approved time	\$1,000 (30 min. increments)	
	Failure to provide notice of road closure	\$5,000	
	Use of non-construction road	\$1,000	
	Failure to provide adequate dust control	\$2,500	
	Failure to provide notice of crane movement	\$1,000	
	Traffic control deficiency	\$2,500	
	Improper use of steel-tracked equipment	\$2,500	

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

Additional Notes: _____

Signature: _____

Print Name: _____

Title: _____

Fine must be paid within 30 days of receipt of this Notice. Payment should be delivered to:
 _____ **Township Road District / Lee County Highway Department**

Address: _____

Exhibit I: Notice of Acceptance Form

NOTICE OF ACCEPTANCE FORM

GSG Wind, LLC
6688 N. Central Expressway
Suite 500
Dallas, TX 75206

RE: [Road Authority Name] – GSG Repower Road Use Agreement Dated [insert date], 2023

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the post-construction road repair work performed on behalf of GSG Wind, LLC as required by the Road Agreement for the road repair work in the following location(s):

[FOR THE FINAL ACCEPTANCE OF ALL POST-CONSTRUCTION ROAD WORK, THIS PARAGRAPH SHALL BE USED] Pursuant to the Road Agreement, the Date of Acceptance of the post-construction road repair work is deemed to be the date of this letter.

Sincerely,

By:

Name:

Title:

IRREVOCABLE STANDBY LETTER OF CREDIT

Date: _____, 20__

Expiration Date: _____, 20__

Beneficiary: ROAD AUTHORITY
ADDRESS
ATTN: INSERT TITLE OR NAME

**Company/
Account Party:** GSG Wind, LLC
6688 North Central Expressway - Suite 500
Dallas, TX 75214
Attention: General Counsel

Stated Amount: US\$ _____

At the request of GSG Wind, LLC, a Delaware limited liability company (the “Company”) in favor of [ROAD AUTHORITY] (the “Beneficiary”) we irrevocably authorize the Beneficiary to draw on us amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced from time to time as set forth in this Letter of Credit. We shall make funds available to the Beneficiary submitting such drawing upon presentation of a dated and appropriately completed draw request in the form of Attachment 1 hereto and incorporated herein, manually signed by an authorized representative of the Beneficiary, signing as such. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to [Name of Letter of Credit Issuer], (the “Letter of Credit Issuer”), [address of Letter of Credit Issuer], (ii) refer to this Letter of Credit, and (iii) be presented in person, by overnight courier service or by certified mail. In addition, except as provided in this paragraph, drawing request(s) may be presented under this Letter of Credit by telefacsimile purportedly sent by an authorized officer of the Beneficiary and [Letter of Credit Issuer] shall be entitled to rely thereon as if such drawing request(s) were presented in person, provided that such drawing request(s) are in conformity with the requirements for the same as set forth herein, but with the exception of a requirement of an original signature. IF YOU PRESENT A FACSIMILE DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS FOR THAT PARTICULAR DRAW, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL OR FINAL DRAWING, THE LETTER OF CREDIT ISSUER WILL NOT ACCEPT DELIVERY OF A DRAW REQUEST BY TELEFACSIMILE, INSTEAD, THE DRAW REQUEST MUST BE DELIVERED BY OVERNIGHT COURIER. THE ORIGINAL STANDBY LETTER OF CREDIT SHALL BE RETURNED UPON RECEIPT OF PAYMENT. Presentation by telefacsimile shall be made to [Letter of Credit Issuer] telefacsimile number _____ with such telefacsimile

transmission confirmed by your telephone call to [Letter of Credit Issuer] at telephone no. [_____] or to such other telefacsimile or telephone numbers that [Letter of Credit Issuer] may designate by an amendment to this Letter of Credit.

If a draw request is presented in compliance with the terms of this Letter of Credit by 11:00 A.M. Central Time on any Business Day, payment will be made not later than 3:00 P.M. Central Time on the third following Business Day and if a draw request is so presented to us after 11:00 A.M. Central Time on any Business Day, payment will be made on the fourth succeeding Business Day not later than 1:00 P.M. Central Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such Beneficiary's account as may be designated by the Beneficiary in the applicable draw request.

This Letter of Credit shall be automatically extended without amendment for an additional period of one year from the present or each future Expiration Date unless we have sent notification to the Beneficiary in writing, not less than sixty (60) calendar days before such Expiration Date, that we elect not to extend this Letter of Credit. Our notice of such election shall be sent by certified mail or by overnight courier service, to the Beneficiary's above physical address (or such other addresses as the Beneficiary may advise us of in writing from time to time).

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close in the State of North Carolina and a day on which payment can be effected on the Fedwire system.

This Letter of Credit shall expire on the Expiration Date, as the same may be extended as stated above.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than on the following Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight courier service or by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit and attached Draw Request (Attachment 1) sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

Partial and multiple drawings are permitted under this letter of credit. Each draw paid by us shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced by subsequent amendments hereto. No amendment to this

Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP600") AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF ILLINOIS WILL CONTROL.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court of the Thirteenth Judicial Circuit, Lee County, Illinois.

WE IRREVOCABLY AGREE WITH YOU THAT DRAWS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TOGETHER WITH DOCUMENT(S) AS SPECIFIED ABOVE AT OUR OFFICE LOCATED AT 401 N. RESEARCH PKWY, MAIL CODE D4004-017, WINSTON-SALEM, NC 27101, ATTENTION: STANDBY LETTER OF CREDIT DEPT. AND, IF PRESENTATION IS PERMITTED BY TELEFACSIMILE, THEN TO (_____), ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE.

[Letter of credit Issuer],
the Letter of Credit Issuer

Authorized Signature

DRAW REQUEST

To:

[Letter of Credit Issuer]
(INSERT ISSUER ADDRESS)

Ladies and Gentlemen:

The undersigned [_____] of (INSERT ROAD AUTHORITY) (the “Beneficiary”) hereby requests a draw in the amount of US \$ _____ (“this Draw”) against the Irrevocable Standby Letter of Credit No. _____ dated _____, _____ (the “Letter of Credit”), issued by [Letter of Credit Issuer] in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents, and warrants that:

- A) This Draw is authorized by the INSERT ROAD AUTHORITY – GSG Wind, LLC (“GSG”) Road Use Agreement dated [INSERT DATE] entered into by and between GSG and the Beneficiary (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.
- C) The Beneficiary has given written notice of such default to GSG in accordance with the terms of the Road Agreement and GSG has failed to cure the default within ten (10) days after the mailing of the written notice.

OR Beneficiary has received notice from the Letter of Credit Issuer of its intention not to extend the Letter of Credit beyond the current expiration date and Applicant has failed, prior to the close of business on [] **[insert date which is not more than thirty (30) days before the present expiration date]**, to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement.]

D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

E) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 202____.

INSERT ROAD AUTHORITY
as Beneficiary

BY: _____
Authorized Representative

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Escrow Agreement”) dated June 22, 2023 is entered into by, between, and among Lee County, Illinois (the “Road Authority”), GSG Wind, LLC, a Delaware limited liability company (“GSG”) and the Lee County Treasurer (the “Escrow Agent”). The Road Authority, GSG, and the Escrow Agent may each be referred to herein as a “Party” and together, as the “Parties.”

BACKGROUND RECITALS

- A. The Road Authority and GSG have entered into a Road Use Agreement dated June 22, 2023 (the “Road Use Agreement”).
- B. The Road Use Agreement requires GSG to provide financial security to the Road Authority in the form of a “Letter of Credit.”
- C. The Road Authority desires to ensure that it will be reimbursed for attorney’s fees, court costs and other expenses incurred by the Road Authority in enforcing the terms of the Letter of Credit if the issuing financial institution (the “Issuer”) wrongfully dishonors any demand presented by the Road Authority under the Letter of Credit and GSG has agreed to establish an escrow account for that purpose.
- D. The Escrow Agent is willing to establish an escrow account on the terms and subject to the conditions set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows.

- 1. Appointment of the Escrow Agent. GSG and the Road Authority appoint the Escrow Agent as their agent for the purpose of receiving, depositing, and disbursing the funds on deposit in the Escrow Account (as defined below) and the Escrow Agent hereby accepts such designation and appointment and agrees to accept, deposit, and disburse on the terms hereof of the funds that are delivered to it.
- 2. Establishment of the Escrow Account. The Escrow Agent shall (a) establish and maintain an interest bearing special segregated escrow account (the “Escrow Account”) in the name of “GSG Wind, LLC for the benefit of Lee County,” (b) receive cash deposits as described in Section 3 hereof; and (c) make disbursements of funds on deposit in the Escrow Account in accordance with the provisions of Section 4. The Escrow Agent agrees to maintain the Escrow Account pursuant to the terms and conditions of this Escrow Agreement until the Escrow Account is terminated in accordance with Section 7.
- 3. Initial Funding of the Escrow Account. Within ten (10) business days of its execution of this Escrow Agreement, GSG shall either tender to the Escrow Agent or shall cause to be wired to a bank account in accordance with wire transfer instructions provided by the Escrow Agent,

the sum of Fifty Thousand Dollars (\$50,000.00) (the “Escrow Funds”). The Escrow Agent shall deposit the Escrow Funds in an account at a financial institution located in Lee County, Illinois, and by the execution of this Escrow Agreement, the Parties agree that such funds will only be disbursed in accordance with the instructions set forth in this Escrow Agreement. The amount on deposit in the Escrow Account shall not be deemed to be the limit of GSG’s financial responsibilities under this Escrow Agreement. Should the fees, costs, and expenses incurred by the Road Authority to enforce the terms of the Letter of Credit exceed the amount of the Escrow Funds, GSG shall remain liable for any additional fees, costs, and expenses. If the Road Authority, in an action to enforce the terms of the Letter of Credit, actually recovers attorney’s fees, court costs, and other expenses from the Issuer, and such fees, court costs, and other expenses had previously been disbursed to the Road Authority from the Escrow Account pursuant to this Escrow Agreement, then the Road Authority will deposit such recovered sums in the Escrow Account to be held in accordance with the terms of this Escrow Agreement.

4. Disbursements from the Escrow Account. The Escrow Agent shall make disbursements from the Escrow Account for the following reasons.

(a) Upon receipt of a disbursement direction by both the Road Authority and GSG giving notice that the Road Work Payment has been delivered by GSG to the Road Authority and the Escrow Account can be closed, the Escrow Agent shall disburse all remaining funds, including any accrued interest, in the Escrow Account to GSG and shall close the Escrow Account. A disbursement direction shall be substantially in the form of Exhibit A hereto.

(b) Upon receipt of a disbursement direction by the Road Authority, in the form of the disbursement direction attached hereto as Exhibit B, directing the Escrow Agent to disburse Escrow Funds for attorney’s fees, court costs and other expenses incurred and to be incurred by the Road Authority in enforcing the terms of the Letter of Credit if the Issuer wrongfully dishonors any demand presented by the Road Authority under the Letter of Credit.

Disbursements shall be made within five (5) business days. Nothing in this Agreement will limit the Road Authority’s rights under Section 5-111 of the Uniform Commercial Code as in effect in the State of Illinois.

5. Duties of the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Escrow Agreement.

(a) Within five (5) business days of receipt of a statement from the financial institution where the Escrow Account is established, the Escrow Agent will mail to GSG a copy of the bank statement received by the Escrow Agent.

(b) The Escrow Agent shall not be under any duty to give the amounts on deposit in the Escrow Account any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder.

(c) The Escrow Agent shall not be required to inquire as to its performance or observation of any obligation, term, or condition under any other agreement or arrangement between GSG and the Road Authority.

(d) The Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instructions, instruments, documents, or other items delivered to it by any Party, and the Escrow Agent shall be fully protected in acting in accordance with any written direction or instructions given to it under, or pursuant to, this Escrow Agreement and believed by it to be authentic unless it shall have been guilty of gross negligence or willful misconduct.

(e) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining the amounts on deposit in the Escrow Account, unless the Escrow Agent receives (i) written instructions, signed on behalf of the Party who delivered the ambiguous or uncertain notice, instruction, or other communication originally, which eliminates such ambiguity or uncertainty or (ii) security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses it may incur by reason of so acting.

(f) The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent shall be under no liability to any Party hereto by reason of any failure on the part of any Party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Escrow Agreement, and except for notices or instructions to the Escrow Agent under this Escrow Agreement, the Escrow Agent shall not be obligated to recognize any agreement to which GSG or the Road Authority is a party, notwithstanding that references thereto may be made herein and whether or not the Escrow Agent has knowledge thereof.

(g) The Escrow Agent shall not be bound by any waiver, modification, termination, or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.

(h) This Agreement shall not be deemed to create a fiduciary relationship among the Parties hereto under state or federal law.

(i) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Escrow Agreement or for any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any Party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Escrow Agreement.

(j) The Escrow Agent shall be and is hereby released from any and all liability for any disbursement of any amounts as may be made by the Escrow Agent in accordance with the Road Authority's instructions or direction pursuant to the terms and conditions of this Escrow Agreement, other than liability incurred as a result of its gross negligence or willful misconduct.

(k) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(l) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel except as a result of the Escrow Agent's gross negligence or willful misconduct.

6. Resignation or Removal of the Escrow Agent.

(a) The Road Authority may remove and replace the Escrow Agent at any time, with the written consent of the GSG, by giving to the Escrow Agent and GSG thirty (30) calendar days' prior written notice, which notice shall include the name of the successor Escrow Agent, if any, and if no successor Escrow Agent has been selected, the Road Authority and GSG shall jointly select a successor. If the Road Authority and GSG cannot agree as to a successor escrow agent within a reasonable time period, either Party may apply to a court of competent jurisdiction for such appointment.

(b) The Escrow Agent may resign at any time by giving the Road Authority and GSG sixty (60) calendar days' prior written notice. A resignation shall not become effective until a successor Escrow Agent has been appointed. Within thirty (30) calendar days after the Road Authority's and GSG's receipt of the foregoing notice of resignation from the Escrow Agent, the Road Authority, with the written consent of GSG, shall appoint a successor Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may apply to a court of competent jurisdiction located in Lee County for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by GSG. Any successor Escrow Agent must be a creditworthy banking institution that is reasonably acceptable to the Road Authority and GSG.

(c) Upon receipt of notice of the identity of the successor Escrow Agent, the Escrow Agent shall immediately deliver the funds on deposit in the Escrow Account then held hereunder to the successor Escrow Agent or otherwise cooperate with the successor Escrow Agent so that the successor Escrow Agent has authority over the account where the Escrow Funds are on deposit. Upon delivery of the funds on deposit in the Escrow Account to the successor Escrow Agent or transfer of authority over the Escrow Account, the Escrow Agent shall have no further duties, responsibilities, or obligations hereunder.

7. Termination. This Escrow Agreement shall terminate (a) upon the release of all funds on deposit in the Escrow Account to either the Road Authority or GSG in accordance with Section 4 of this Agreement or (b) upon notice from the Road Authority that the Escrow Account is no longer needed pursuant to the terms of the Road Use Agreement.

8. Miscellaneous.

(a) The Recitals set forth above are hereby incorporated herein and made a part of this Escrow Agreement.

(b) Section headings contained in this Escrow Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

(c) GSG shall reimburse the Escrow Agent for all reasonable and customary fees or costs incurred by the Escrow Agent.

(d) GSG agrees to indemnify and hold the Escrow Agent harmless against any liabilities, losses, claims, damages, and expenses, including reasonable attorneys' fees, the Escrow Agent may incur by reason of or under this Agreement other than as a result of willful misconduct or gross negligence of the Escrow Agent.

(e) Any capitalized term used but not defined herein shall have the meaning given to such term in the Road Use Agreement.

(f) This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Escrow Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Escrow Agreement.

(g) If any provision of this Escrow Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Escrow Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(h) This Escrow Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Escrow Agreement supersedes any prior agreements or understandings by and between the Parties. Any amendment or modification to this Escrow Agreement must be made in writing. This provision may not be orally waived.

(i) The notice provisions and Parties' addresses as set forth in the Road Use Agreement shall apply to this Escrow Agreement as if set forth *verbatim* herein. Notices to the Escrow Agent shall be addressed as follows:

Paul Rudolphi
Lee County Treasurer
112 E. Second Street
Dixon, IL 61021
Telephone: 815-288-4477

(j) This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Escrow Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions. Any disputes arising out of, related to, or connected with this Escrow Agreement shall be litigated in the Circuit Court for the Thirteenth Judicial Circuit, Lee County, Illinois.

(k) This Escrow Agreement shall be deemed to have been prepared by GSG and shall be construed against GSG as the drafter, preparer, and producer of the language herein.

IN WITNESS WHEREOF, the parties hereto executed this Escrow Agreement as of the first date hereinabove written.

(SIGNATURES ON FOLLOWING PAGE)

LEE COUNTY, ILLINOIS

EXHIBIT ONLY-NOT FOR EXECUTION

Bob Olson,
Chairman, Lee County Board

Attest:

EXHIBIT ONLY-NOT FOR EXECUTION

Nancy Petersen, Lee County Clerk

GSG Wind, LLC

a Delaware limited liability company

By: EXHIBIT ONLY-NOT FOR EXECUTION

Print Name: _____

Print Title: _____

County of Dallas)
) ss
State of Texas)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as _____ of GSG Wind, LLC, a Delaware limited liability company, pursuant to authority granted to him by the company’s managing member.

Given under my hand and notarial seal on June __, 2023

Notary Public

ESCROW AGENT:

By: EXHIBIT ONLY-NOT FOR EXECUTION

Paul Rudolphi,
Lee County Treasurer

EXHIBIT A: DIRECTION TO ESCROW AGENT PER SECTIONS 4(a)

INSERT DATE

INSERT NAME

Lee County Treasurer
112 E. Second Street
Dixon, IL 61021

Dear Treasurer:

The undersigned, on behalf of Lee County, Illinois (the “Road Authority”) and GSG Wind, LLC (“GSG”), respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated INSERT DATE, 2023 and entered into by you, the Road Authority and GSG as follows herein.

The Road Work Payment has been delivered by GSG to the Road Authority and the Escrow Account can be closed. You are hereby directed to disburse all remaining funds, including any accrued interest and less any wire transfer fees, in the Escrow Account to GSG and to close the Escrow Account. Set forth below are wiring instructions for the transfer of funds to GSG.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to GSG in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on _____, 202__.

Lee County, Illinois

GSG Wind, LLC

By: EXHIBIT ONLY _____

By: EXHIBIT ONLY _____

Name _____

Name _____

Title: County Engineer or
County Board Chairman

Title: _____

EXHIBIT B: DISBURSEMENT DIRECTION UNDER SECTION 4(b)
INSERT DATE

INSERT NAME
Lee County Treasurer
112 E. Second Street
Dixon, IL 61021

Copy to:
GSG Wind, LLC
6688 N. Central Expwy. Suite 500
Dallas, TX 75206

Dear INSERT NAME:

The undersigned, on behalf of Lee County, Illinois (the “Road Authority”) hereby certifies to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated INSERT DATE, 2023, and entered into by you, the Road Authority and GSG Wind, LLC (“GSG”) as follows herein.

- A) The Road Authority presented a demand in accordance with the terms and conditions of the Letter of Credit.
- B) The Issuer wrongfully dishonored such demand in breach of its obligation to the Road Authority.
- C) The Road Authority has incurred attorney’s fees, court costs, or other expenses to obtain payment under the Letter of Credit by Issuer and will incur additional fees, costs, and expenses.

Based on the foregoing, the Road Authority hereby demands under the Escrow Agreement payment of INSERT AMOUNT Dollars (\$_____), which amount does not exceed the available amount in the Escrow Account as of the date hereof.

Funds requested hereby shall be wire transferred to the Road Authority in accordance with the following instructions: [or other delivery directions as appropriate]

IN WITNESS WHEREOF, the undersigned has executed and delivered this disbursement direction on _____, 202__.

Lee County, Illinois
By: EXHIBIT ONLY
Name: _____
Title: County Engineer / County Board
Chairman

**MEMORANDUM
OF AGREEMENT**

NOTICE IS HEREBY GIVEN that an Agreement was entered into by and between the INSERT NAME OF THE ROAD AUTHORITY (the “**Road Authority**”) and GSG Wind, LLC (“**GSG**”) concerning use of Local Roads under the jurisdiction of the Road Authority and affecting real estate in the following sections of INSERT NAME Township:

Township, ___ – Range, ___ – Sections ___

The Agreement imposed obligations upon GSG related to use of local roads for the construction of the GSG Wind Farm Repowering.

GSG Wind, LLC

By: _____
Date: _____, 202__

THIS DOCUMENT PREPARED BY:

GSG Wind, LLC
c/o INSERT NAME
INSERT STREET ADDRESS
INSERT CITY, STATE ZIP

AND RETURN TO:

Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
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