

COMPENSATION AND WAIVER OF SITING AUTHORITY AGREEMENT

THIS COMPENSATION AND WAIVER OF SITING AUTHORITY AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2017, between McLean County Wind Energy LLC (“**Developer**”) and the **CITY OF LEXINGTON, an Illinois Municipal Corporation** (“**City**”) (individually **Developer** and the **City** are each a “**Party**” and collectively are the “**Parties**”).

WHEREAS, **Developer** intends to construct, own and operate a wind energy conversion system (the “**Project**”) in McLean County, Illinois and has presented to the **City** preliminary drawings and plans describing the location of the **Project** facilities;

WHEREAS, the **Project** includes eighteen (18) wind energy turbines and other ancillary **Project** improvements located within 1.5 miles of the corporate limits of the **City**, as shown on Exhibit A attached hereto;

WHEREAS, pursuant to 65 ILCS 5/11-13-26, the **City** may regulate the siting of wind energy turbines within 1.5 miles of the corporate limits of the **City**;

WHEREAS, the **City** has not enacted any ordinance regulating the siting of wind energy turbines within 1.5 miles of the corporate limits of the **City**;

WHEREAS, in consideration for this **Agreement**, the **City** agrees it will not regulate the siting of the 18 wind energy turbines and other ancillary **Project** improvements located within 1.5 miles of the corporate limits of the **City**, but will instead defer all siting decisions to the County of McLean;

WHEREAS, in consideration of the potential impacts of the **Project** upon the **City**, **Developer** shall make annual payments to the **City** as set forth herein; and

NOW THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Parties** hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this **Agreement**.
2. Except for the 18 wind energy turbines (and ancillary improvements associated with such turbines) shown on Exhibit A, **Developer** shall not place or site any other wind energy turbines within 1.5 miles of the **City**’s corporate limits, as such boundaries exist as of the date of this **Agreement** and as depicted on Exhibit A.
3. **City** hereby agrees it shall not regulate, pursuant to 65 ILCS 5/11-13-26 (or any other authority) the siting of the eighteen (18) wind energy turbines and other ancillary **Project** improvements located within 1.5 miles of the corporate limits of the **City** as shown on Exhibit A.
4. **City** hereby delegates all siting authority for the eighteen (18) wind energy turbines and other ancillary **Project** improvements located within 1.5 miles of the corporate limits of the **City** to the County of McLean. The **City** hereby specifically waives, relinquishes and agrees not to

exercise its potential zoning, siting and regulatory authority over all improvements of the Project, including wind energy turbines, installed outside of the City's corporate limits but within 1.5 miles of the boundary of the City's corporate limits, as such boundaries exist as of the date of this Agreement or thereafter, including such authority as granted to the City by 65 ILCS 5/11-13-26. The City hereby defers to the County of McLean with respect to all requisite zoning, siting and regulatory approvals and permits for such Project improvements. The Parties agree to provide a copy of this agreement to the County of McLean.

5. Contingent upon (i) the commencement date for commercial operation for electricity production for sale by the Project (and excluding the production of any "test" energy) (such date "**COD**") and (ii) the placement of a minimum of at least one (1) Project wind energy turbine within one and one-half miles (1.5 miles) of the boundary of the City's corporate limits, as such boundaries exist as of the date of this Agreement, Developer shall make annual payments to the City for each wind energy turbine for the Project installed within 1.5 miles of the boundary of the City's corporate limits.

6. The amount of the annual payment per turbine shall be as set forth in Exhibit B attached hereto. Annual payments for year 31 and thereafter will increase at 2.5% each year.

7. Notwithstanding the foregoing, such annual payment shall cease upon the Project's decommissioning.

8. The City further agrees that it will not:

(A) Obstruct, delay, frustrate or oppose the Project in any way or encourage any other party to do so; or

(B) Take any action, directly or indirectly, or encourage another party to take any action, directly or indirectly, with any governmental authority, to oppose the issuance to Developer of any permit, grant, right, application or similar governmental action related to the Project in any way. The City also expressly agrees that it will not oppose the placement by Developer of any Project infrastructure, including, but not limited to: transmission systems, substations, underground electrical collection systems or access roads located outside of the corporate limits of the City.

9. If the City breaches the terms of this Agreement, then, in addition to any other remedies available to Developer at law or in equity, the City shall, within ten (10) business days of notice of such breach from Developer, refund to Developer all amounts paid by Developer to City pursuant to this Agreement.

10. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party.

11. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

12. Any written communication as aforesaid, if delivered or sent by facsimile or any other means of instant written telecommunication, will be deemed to have been given or made on the day on which it was delivered or sent as aforesaid if it is received at or before 5:00p.m. on the day in question or, if such day is not a business day or if such written communication is received after 5:00p.m., then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon either Party will be sufficiently delivered, given or served upon the Party in question, if in writing, and if either delivered by hand, by facsimile or by any other means of instant written telecommunication, in each case addressed as referenced below:

1. In the case of City to:

2. In the case of Developer to:

McLean County Wind Energy LLC

One South Wacker Drive, Suite 1900

Chicago, IL 60606

Attn: General Counsel

Facsimile: [312-224-1444](tel:312-224-1444)

13. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transactions contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favour of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

14. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

**MCLEAN COUNTY WIND ENERGY CITY OF LEXINGTON, ILLINOIS
LLC**

By: _____

Name: _____

Title: Vice President

By: _____

Name: _____

Title: _____

EXHIBIT A

PROJECT AND CITY OF LEXINGTON MUNICIPAL BOUNDARY

EXHIBIT B

PAYMENT SCHEDULE TO CITY OF LEXINGTON

Year	Per-Turbine Payment
1	\$1,500
2	\$1,538
3	\$1,576
4	\$1,615
5	\$2,000
6	\$2,050
7	\$2,101
8	\$2,154
9	\$2,208
10	\$2,500
11	\$2,563
12	\$2,627
13	\$2,692
14	\$2,760
15	\$3,000
16	\$3,075
17	\$3,152
18	\$3,231
19	\$3,311
20	\$4,000
21	\$4,100
22	\$4,203
23	\$4,308
24	\$4,415
25	\$4,500
26	\$4,613
27	\$4,728
28	\$4,846
29	\$4,967
30	\$5,100

