

COMPENSATION AND WAIVER OF SITING AUTHORITY AGREEMENT

THIS COMPENSATION AND WAIVER OF SITING AUTHORITY AGREEMENT (“Agreement”) is made this 13 day of ~~December~~ November 2020, between Invenergy Wind Development North America LLC (“Developer”) and the **VILLAGE OF BELLFLOWER, an Illinois Municipal Corporation** (“Village”) (individually Developer and the Village are each a “Party” and collectively are the “Parties”).

WHEREAS, Developer or its assignee intends to construct, own and operate a wind energy conversion system (the “Project”) in McLean County, Illinois and has presented to the Village preliminary plans identifying the approximate location of the Project facilities;

WHEREAS, the Project includes Seventeen (17) wind energy turbines and other ancillary Project improvements located within 1.5 miles of the corporate limits of the Village, as shown on Exhibit A attached hereto;

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

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

WHEREAS, in consideration for this Agreement, the Village agrees it will not regulate the siting of the Seventeen (17) wind energy turbines and other ancillary Project improvements located within 1.5 miles of the corporate limits of the Village, but will instead defer all siting decisions to the County of McLean;

WHEREAS, in consideration of the potential impacts of the Project upon the Village, Developer shall make annual payments to the Village 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. The Parties agree that Developer may install Seventeen (17) wind energy turbines (and ancillary improvements associated with such turbines) within 1.5 miles of the Village’s corporate limits on the parcels depicted on Exhibit A. Unless the Developer obtains additional consent from the Village, Developer shall not place or site more than Seventeen (17) wind energy turbines within 1.5 miles of the Village’s corporate limits, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A.
3. Village hereby agrees it shall not regulate, pursuant to 65 ILCS 5/11-13-26 (or any other authority) the siting of the Seventeen (17) wind energy turbines and other ancillary Project improvements located within 1.5 miles of the corporate limits of the Village as shown on Exhibit A.

4. Village hereby delegates all siting authority for the Seventeen (17) wind energy turbines and other ancillary Project improvements located within 1.5 miles of the corporate limits of the Village to the County of McLean. The Village 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 Village's corporate limits but within 1.5 miles of the boundary of the Village's corporate limits, as such boundaries exist as of the date of this Agreement or thereafter, including such authority as granted to the Village by 65 ILCS 5/11-13-26. The Village 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 of 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 1.5 miles of the boundary of the Village's corporate limits, as such boundaries exist as of the date of this Agreement, Developer shall make annual payments to the Village for each wind energy turbine for the Project installed within 1.5 miles of the boundary of the Village's corporate limits.

6. The amount of the annual payment per wind energy turbine shall be as set forth in Exhibit B attached hereto, subject to the following minimum payment: Developer agrees that the Village shall receive annual payment for a minimum of Twelve (12) wind energy turbines, even if less than Twelve (12) wind energy turbines are installed within 1.5 miles of the boundary of the Village's corporate limits as such boundaries exist of the date of this Agreement.

7. Developer shall rectify any television, internet or other telecommunication problems occurring within the Village corporate limits that are caused by the Project. Developer shall promptly repair any Village municipal road that is damaged by the construction of the Project.

8. Developer shall build and operate the Project in accordance with the McLean County zoning ordinance, the McLean County special use permit for the Project and the Agricultural Impact Mitigation Agreement between Developer and the Illinois Department of Agriculture. The Seventeen (17) wind energy turbines shall be located on the parcels depicted on Exhibit A in compliance with the setback and other requirements of the McLean County zoning ordinance. Developer shall provide financial assurance for decommissioning of the Project (including the wind energy turbines located within 1.5 miles of the boundary of the Village's corporate limits) in accordance with the McLean County zoning ordinance, the McLean County special use permit for the Project and the Agricultural Impact Mitigation Agreement between Developer and the Illinois Department of Agriculture. Developer shall submit to the Village information demonstrating Developer has provided financial assurance for decommissioning in accordance with this provision.

9. Upon decommissioning of Project's wind energy turbines within 1.5 miles of the boundary of the Village's corporate limits, Developer's obligation to make the annual payment to the Village shall terminate, and this Agreement shall terminate.

10. The Village 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 Village 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 Village.

11. If the Village breaches the terms of this Agreement, then, in addition to any other remedies available to Developer at law or in equity, the Developer may obtain a refund of all amounts paid by Developer to Village pursuant to this Agreement. If the Developer breaches the terms of this Agreement, the Village shall have any remedies that are available at law or in equity.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party. At the time of any assignment by Developer, Developer shall provide written notice to the Village of the name, address, entity type and state of incorporation of the assignee, the name and address of the assignee's registered agent in the State of Illinois, and provide to the Village a written sworn statement executed by the assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, and agrees to be bound by the terms and conditions of this Agreement

13. 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.

14. Any written communication will be deemed to have been given or made on the day on which it was delivered if it is received 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 or if sent by

certified mail (return receipt requested), courier or nationally recognized overnight delivery service mailed, in each case addressed as referenced below:

(A) In the case of Village to:

Village of Bellflower
P.O. Box 244
Bellflower, IL 61724

(B) In the case of Developer to:

Invenergy Wind Development North America LLC
One South Wacker Drive, Suite 1800
Chicago, IL 60606
Attn: General Counsel

15. 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 favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

16. 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.

**INVENERGY WIND DEVELOPMENT
NORTH AMERICA LLC**

By: _____

Name: Jonathan Saxon

Title: VP

VILLAGE OF BELLFLOWER, ILLINOIS

By: *Eston J. Ellis*

Name: Eston J. Ellis

Title: Village President

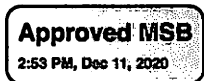


EXHIBIT A

PROJECT AND VILLAGE OF BELLFLOWER MUNICIPAL BOUNDARY

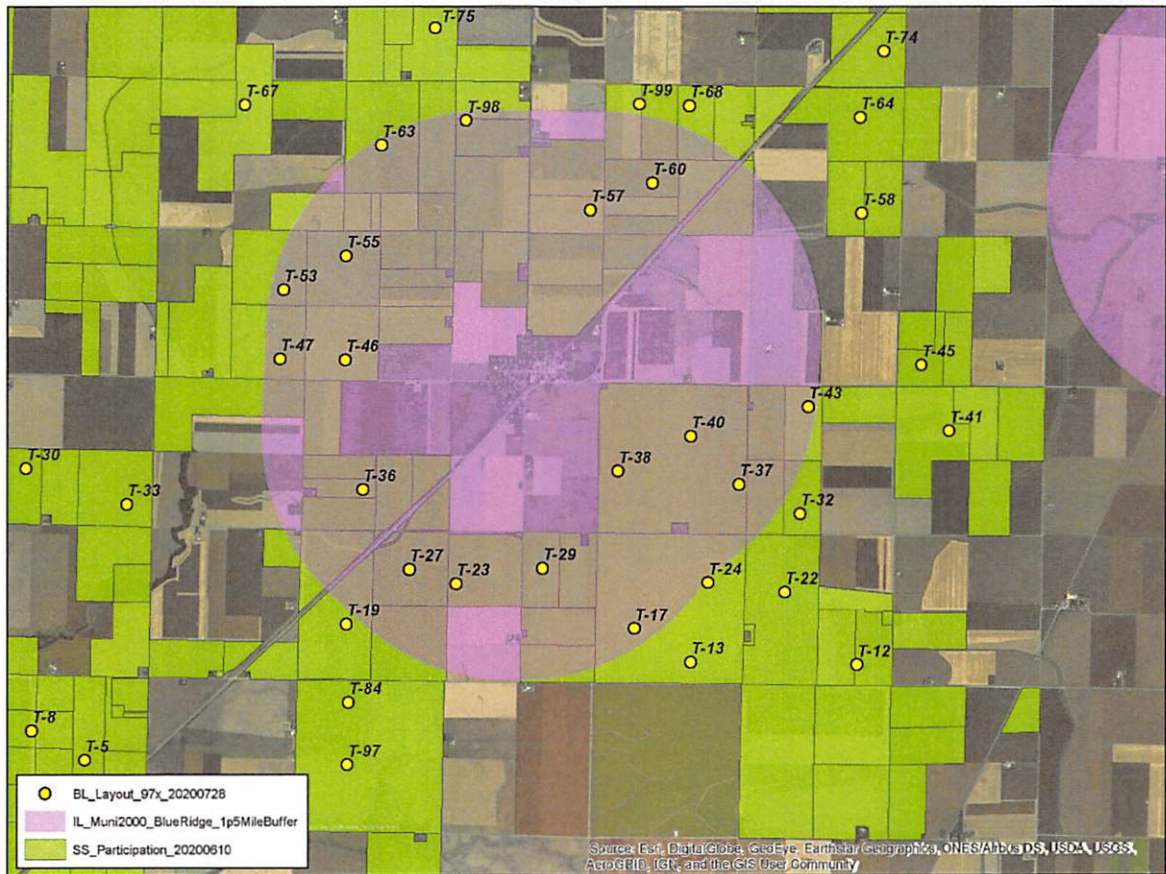


EXHIBIT B

PAYMENT SCHEDULE TO VILLAGE OF BELLFLOWER

YEAR	Payment Per Turbine
1	\$ 4,000
2	\$ 4,015
3	\$ 4,030
4	\$ 4,045
5	\$ 4,060
6	\$ 4,075
7	\$ 4,177
8	\$ 4,281
9	\$ 4,388
10	\$ 4,498
11	\$ 4,610
12	\$ 4,726
13	\$ 4,844
14	\$ 4,965
15	\$ 5,089
16	\$ 5,216
17	\$ 5,347
18	\$ 5,480
19	\$ 5,617
20	\$ 5,758
21	\$ 5,902
22	\$ 6,049
23	\$ 6,201
24	\$ 6,356
25	\$ 6,514
26	\$ 6,677
27	\$ 6,844
28	\$ 7,015
29	\$ 7,191
30	\$ 7,371