

**Decommissioning Agreement
For the Lincoln Land Wind Project
(Morgan County, Illinois)**

This Decommissioning Agreement (“**Agreement**”) dated as of December [], 2020 (“**Effective Date**”), is by and between Lincoln Land Wind, LLC, a Delaware limited liability company (“**Company**”), with its principal business located at Three Charles River Place, Suite 101, 63 Kendrick Street, Needham, Massachusetts, and the Board of Commissioners of Morgan County, Illinois with its principal business located at 300 West State Street, Jacksonville, Illinois (“**County**”). Company and the County are referred to herein individually as “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Morgan County Ordinance No. 2019-10A (Wind Energy Conversion Systems Siting Regulations Ordinance) dated December 16, 2019 (“**WECS Siting Regulations Ordinance**”) sets forth the terms and conditions that govern the siting approval process, development, construction, and operation, maintenance and decommissioning of wind energy conversion systems (“**WECS**”) in Morgan County, Illinois. The WECS Siting Regulations Ordinance is attached hereto as part of **Group Exhibit “A”**; and

WHEREAS, the County approved the construction and operation of a wind turbine farm on, under or within approximately 36,000 acres of privately-owned land and publicly-owned land in Morgan County, Illinois with up to 107 wind turbines and all required above and below ground infrastructure and other improvements (i.e., access roads, underground collection lines, a switchyard, a substation and an operation and maintenance building), which is known as the “**Lincoln Land Wind Project**”, pursuant to Morgan County Ordinance No. 2020 - 19 (Ordinance Approving The Application For A Wind Energy Conversion System Siting Approval Permit Submitted By Lincoln Land Wind, LLC For A Wind Energy Conversion System (“**WECS**”) Known As The Lincoln Land Wind Project (“**Project**”)) dated September 8, 2020 (“**WECS Siting Approval Permit Ordinance**”). The WECS Siting Approval Permit Ordinance is attached hereto as part of **Group Exhibit “A”**; and

WHEREAS, as part of its approval of the Project, and in addition to this Decommissioning Agreement, the County also approved, will approve and/or has accepted the following documents that govern aspects of the siting development, construction, operation, maintenance and decommissioning of the Project: the Agricultural Impact Mitigation Agreement dated February 4, 2020 (“**AIMA**”) entered into by the Company and the Illinois Department of Agriculture pursuant to the Wind Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147 *et seq.*), the Drainage Repair and Remediation Plan dated [INSERT DATE], 2020 and the Road Use Agreement dated December 7, 2020. The Parties intend for compliance with this Agreement to also satisfy the decommissioning, repair, and restoration terms and obligations of the AIMA and the Drainage Repair and Remediation Plan attached hereto as part of **Group Exhibit “A”**; and

WHEREAS, in accordance with the WECS Siting Regulations Ordinance and the WECS Siting Approval Permit Ordinance, the Company had a Decommissioning Plan dated November 2020 prepared by Westwood Engineering, an independent Illinois professional engineering firm, with knowledge of the operation and decommissioning of commercial WECS (such Illinois licensed professional engineer, a

“Professional Engineer”). A copy of the Decommissioning Plan is attached as Exhibit “B” and made a part of this Agreement; and

WHEREAS, the Company has also entered into certain lease agreements (the “**Lease Agreements**”) with landowners of parcels in the County on which Project improvements will be located (the “**Landowners**”) and which obligate the Company to perform certain decommissioning work and repair and restoration work relative to the construction, operation, maintenance, restoration and decommissioning of the Project; and

WHEREAS, the Company and the County agree to enter into this Agreement to comply with the WECS Siting Regulations Ordinance and the WECS Siting Approval Permit Ordinance and to formalize certain obligations on the part of the Company related to restoration and repair of the Project and other property as set forth in more detail herein during the siting development, construction, operation, maintenance, and decommissioning of the Project; and

For good and valuable consideration and in exchange for the mutual promises, obligations and commitments set forth below in this Agreement, the receipt and sufficiency of which are acknowledged, the Company and the County agree as follows:

AGREEMENT

I. Binding Decommissioning and Restoration Plan

- A. Plan. The Company shall comply with the terms of this Agreement, including the attached Decommissioning Plan, in the performance and completion of all required decommissioning work and repair and restoration work related to decommissioning of the Project, including but not limited to, such decommissioning work and repair and restoration work as required by the WECS Siting Approval Permit Ordinance, the WECS Siting Regulations Ordinance and the AIMA (“Project Decommission and Restoration Work”) and (2) the performance and completion of all required repair and restoration work related to the construction, maintenance and operation of the Project as required by the AIMA (as may be modified in a Lease Agreement or subsequent agreement with Landowner), the Drainage Repair and Remediation Plan (as may be modified in a Lease Agreement or subsequent agreement with Landowner) and the WECS Siting Approval Permit Ordinance (“Project Restoration Work”), or the terms of any other updated report submitted by the Company and accepted by the County in the future as a replacement to the attached Decommissioning Plan.
- B. Successors and Assigns. This Agreement shall be binding on the subsidiaries, successors in interest and assigns of the Company, and the Company, and its subsidiaries, successors in interest or assigns, shall comply with the obligations of this Agreement in order to satisfy the terms and obligations of the AIMA, the Drainage Repair and Remediation Plan, the WECS Siting Approval Permit Ordinance and the WECS Siting Regulations Ordinance, including but not limited to the requirements of Section X (Decommissioning and Site Reclamation Agreement Required) of said Ordinance.

- C. Defined Terms. Capitalized terms used in this Agreement but not defined herein shall have the meaning given in the WECS Siting Approval Permit Ordinance and the WECS Siting Regulations Ordinance.

II. Financial Means for Decommissioning and Restoration

- A. Form of Security. In accordance with Section X.A.7. (Security) of the WECS Siting Regulations Ordinance, the Company shall provide to the County security relative to the Project Restoration Work and the Project Decommission and Restoration Work in the form of a, or combination of, surety bond, irrevocable standby letter of credit, or a cash escrow account that names the County as the beneficiary, and the Landowners as secondary beneficiaries, or other type of financial Security that is approved by the County, in its discretion, (the "**Security**") as set forth herein. Each Landowner may only benefit to the extent of costs for Project Decommission and Restoration Work associated with decommissioning Project improvements located on its property as set forth in the Landowner's individual Lease Agreement. The Security will be in an amount equal to the "**Net Removal Cost**", which shall be calculated as follows: the positive difference between (x) the total estimated cost of all decommissioning and restoration work, including costs to repair drainage tile damage or other real property and personal property damage caused during the construction, maintenance and operation of the Project or the decommissioning, plus (i) a twenty-five percent (25%) contingency, (ii) county administration costs (i.e., administrative staff time and costs, in-house and outside engineering fees and costs and in-house and outside legal counsel fees and costs) equal to two and a half percent (2.5%) of the estimated decommissioning and restoration costs, and (iii) estimated crop loss in the amount of \$443,200, and (y) the net salvage value of all removed WECS equipment or materials as determined by the County Engineer, in consultation with an independent Professional Engineer, selected by the County and paid for by the Company.
- (i) As a condition of issuance of the WECS Building Permit for the Project and prior to the commencement of any on-site Project work, the Company shall provide the Security to the County. As set forth in Table 1 of Section 6.0 (Decommissioning Costs and Financial Assurance) of the Decommissioning Plan, the Net Removal Cost for the 107 GE127 2.82 turbine is \$14,431,870. Therefore, the amount of the Security is \$14,431,870 (the "**Initial Security Amount**").
- (ii) Prior to issuance of the WECS Building Permit for the Project, the Company shall provide the executed final version of the Security prepared in substantially the same form and content of surety bond as attached hereto as Exhibit "C" (the "**Initial Bond**"). The surety of the Initial Bond shall name the County, as primary beneficiary, and the Landowners as the secondary beneficiaries.
- (iii) From the date that the Project begins generating electricity for sale, exclusive of test energy (referred to as "**COD**") through and until the one (1) year anniversary of the decommissioning completion, the Security shall be in the form of an irrevocable standby letter of credit or a cash escrow account that names the County, as primary beneficiary, and the Landowners as secondary beneficiaries, each to the extent of costs for Project Decommission and Restoration Work associated with

decommissioning Project improvements located on its property as set forth in the Landowner's individual Lease Agreement, or other type of financial Security that is approved by the County, in its sole discretion. At COD, the Company shall replace the Initial Bond or other posted Security currently in place, as approved by the County, with an irrevocable standby letter of credit, if not already in place, in the same dollar amount and in substantially the same form and content as **Exhibit "D"** attached hereto, subject to County approval, which shall not be unreasonably denied or delayed more than five (5) business days from receipt of the Company's request to replace the Security at COD. . For the period of time after COD through and until the one (1) year anniversary of the decommissioning completion, if the Company desires to replace the irrevocable standby letter of credit with a cash escrow account, the written cash escrow account agreement and cash escrow account joint order instructions for release of funds shall be subject to the mutual approval of the Parties.

- (iv) In accordance with Section XII.C.6. (Transferability; Owner or WECS Permittee) of the WECS Siting Regulations Ordinance and notwithstanding any limitations therein, the Company (or its successor-in-interest(s) or assign(s)) shall replace the posted Security at the time of a change in ownership with a new irrevocable standby letter of credit in the same dollar amount and in substantially the same form and content as **Exhibit "D"** attached hereto, subject to County approval, which shall not be unreasonably denied or delayed more than five (5) business days from receipt of the Company's request to replace the Security associated with a change in ownership. . If such change of ownership occurs prior to COD, the Company (or its successor-in-interest(s) or assign(s)) shall replace the Initial Bond with an irrevocable standby letter of credit in the same dollar amount and in the same form and content of **Exhibit "D"** subject to the County's approval, which shall not be unreasonably denied. The Company (or its successor-in-interest(s) or assign(s)) shall not replace the posted Security at the time of a change in ownership with a form of Security other than an irrevocable standby letter of credit, or, in the alternative, a cash escrow account. For the period of time after COD through and until the one (1) year anniversary of the decommissioning completion, if the Company (or its successor(s) or assign(s)) desire to replace the irrevocable standby letter of credit with a cash escrow account, the written cash escrow account agreement and cash escrow account joint order instructions for release of funds shall be subject to the mutual approval of the parties. Notwithstanding the foregoing, the County approves the replacement of the Initial Bond with an irrevocable standby letter of credit in the same dollar amount and in the same form and content of **Exhibit "D"** at the time of the change of ownership of Company from Apex GCL, LLC to Lincoln Land Wind Holdings, LLC or one of its affiliates, and upon the County's receipt of the irrevocable standby letter of credit as approved pursuant to this sentence, the Initial Bond will terminate and the County will return the Initial Bond in accordance with its terms.
- (v) In the event the Security has a maturity date prior to the one (1) year anniversary of decommissioning completion, the Company will provide replacement Security in a form and dollar amount as provided for herein or otherwise approved by the County at least thirty (30) days prior to the termination date of the current Security. Upon the County's receipt of replacement Security in a form and dollar amount as provided for

herein or otherwise approved by the County, the County will promptly return the currently posted Security in accordance with the terms of such Security, and such Security will terminate as of the effective date of the replacement Security.

- (vi) The Security shall be in the amount of the Initial Security Amount from prior to the issuance of the WECS Building Permit through the tenth anniversary of COD, at which time the Security amount shall be subject to modification in accordance with this Section II.A.(vi). The Security shall be reevaluated by a Professional Engineer every five (5) years after the Project's initial ten (10) years of operation, subject to the provisions of Subsections VI.J. (Design and Installation; Use of Public Roads), VI.S (Conformance With Approved Application and Plans) and VII.F (Operation; Drainage Systems) of the WECS Siting Regulations Ordinance. The dollar amount of the Security shall be modified to reflect any adjustments to the Net Removal Cost within six (6) months of receiving the updated Net Removal Cost from the Professional Engineer. The Company, or its successor-in-interest(s) or assign(s), shall pay all fees in obtaining the estimates of the Net Removal Cost. The Security will be in the amount of one hundred percent (100%) of the then current Net Removal Cost until the decommissioning is complete. Per Section X.F.3. (Financial assurance) of the WECS Siting Regulations Ordinance, the Security amount will be reduced to ten percent (10%) of the Net Removal Cost at decommissioning completion, and such reduced Security will stay in place until the one (1) year anniversary of the decommissioning completion to settle any potential disputes between Company and the County with respect to the decommissioning. On the first anniversary of decommissioning completion, the Security will terminate. Any interest accrued on the Security that is over and above the total value as determined by the independent Professional Engineer shall be paid to the Company, or its successor-in-interest(s) or assign(s).
- (vii) Notice of Non-Renewal of Security. If a bond or an irrevocable standby letter of credit is posted as the Security required under this Agreement, the bond or the irrevocable standby letter of credit shall contain a provision that requires the surety or issuing bank to provide written notice by registered mail or courier delivery service or by express overnight delivery service to the County at least sixty (60) days prior to the expiration date of the Security in the event the surety or the issuing bank is not going to renew or extend the term of the Security.
- (viii) Use of Cash Escrow Account as Security. If a cash escrow account is mutually approved by the Parties as the Security required under this Agreement, the cash escrow account shall be located at and managed by the Escrow Department of Chicago Title and Trust Company, Chicago Loop Office, Chicago, Illinois, or such other title company or a bank located in Illinois as mutually agreed to by the Parties. The written cash escrow account agreement and cash escrow account joint order instructions for release of funds shall be subject to the mutual approval of the Parties.
- (ix) Replenishment of Security. During the operational life of the Project, if less than the full dollar amount of the Security is drawn upon and expended to pay for any Project Restoration Work or any Project Decommission and Restoration Work, the Company, or its successor-in-interest(s) or assign(s), shall provide replacement Security, within

sixty (60) days of the County's draw upon the Security, in the same form and original dollar amount, or such modified dollar amount based on an independent Professional Engineering's written opinion and approved by the County, in its sole discretion.

- B. Access to Security by County. Upon the occurrence of (i), (ii), (iii) or (iv) below, the County and its authorized agents (i.e., the County contractors, subcontractors and material suppliers or the Surety and its contractors, subcontractors and material suppliers), have the right, but not the obligation, to access the WECS Project area and arrange for and actively perform and complete the Decommission and Restoration Work or the Project Restoration Work of the Project. The County may make a claim or claims upon the Security, pursuant to the terms of the approved Security, to pay for costs incurred to perform or complete the Decommission and Restoration Work or the Project Restoration Work, including the payment of all contractors and subcontractors and material suppliers who furnish materials or perform labor to perform and complete such Work, or, if such claim(s) is made prior to the County's commencement of such Project Decommission and Restoration Work or Project Restoration Work, the County may request release of funds from the Security in amounts reasonably expected to be incurred for installed Project improvements that must be repaired, restored or decommissioned if:
- (i) The Project has been deemed to be "abandoned" as that term is used in Article X (Decommissioning and Site Reclamation Plan Required) of the WECS Siting Regulations Ordinance for one of the following reasons:
 - a. There has been inactive construction for twelve (12) consecutive months relative to the Project; or
 - b. No electricity has been generated by the WECS for twelve (12) consecutive months after electricity was initially generated; or
 - c. The Company dissolved or abandoned the WECS or the Project without first transferring the WECS or the Project to a successor-in-interest or assign; or
 - d. A part of an individual turbine or any component of the WECS or any component of the Project has fallen into disrepair, is in threat of collapsing or any other health and safety issue is present at the Project site and needs to be immediately remedied; or
 - (ii) The Company has failed to perform or complete or pay for the Project Restoration Work, as required by the WECS Siting Regulations Ordinance and the WECS Siting Approval Permit Ordinance; or
 - (iii) The Company has failed to perform or complete or pay for the Decommission and Restoration Work within twelve (12) months , as required by the WECS Siting Regulations Ordinance and the WECS Siting Approval Permit Ordinance; or
 - (iv) The Company has failed to provide required replacement Security at least thirty (30) days prior to the termination date of the current Security.

The provisions regarding the County providing written notice of a default and the time period granted to cure a default, as set forth in Section XI.B. of the WECS Siting Regulations Ordinance, shall apply to subsection (i) through (v) above, except to the extent that:

1. The cure period would extend beyond the expiration date of the Security and the Company has failed to provide replacement Security in accordance with Section II.A.(v) above.
2. The County makes a reasonable determination that the Company's, or its successor-in-interest(s) or assign(s), failure poses a health and safety issue that requires remediation in (a) prompt and timely manner or (b) an immediate manner.

For scenario #1 above, the County shall provide written notice to the Company, or its successor-in-interest(s) or assign(s) of the specific default (see subsections (i) through (iv) above), and the Company, or its successor-in-interest(s) or assign(s), shall have ten (10) calendar days from the date of receipt of notice of default to respond in writing explaining how it will cure the default and shall commence and continuously pursue actions intended to cure the default. If the Company does not respond in writing and commence curing the default within the 10-calendar day cure period, the County may draw upon the Security.

For scenario #2 above where default remediation is required in prompt and timely manner, the County shall provide written notice to the Company, or its successor-in-interest(s) or assign(s), of the failure or deficiency causing the health and safety issue (see subsections (i), (ii) and (iii) above), and the Company, or its successor-in-interest(s) or assign(s), shall have five (5) calendar days to commence and continuously pursue actions intended to cure the default from the date of receipt of notice of the default. If the default is not cured within a ten (10) calendar day cure period, the County may draw upon the Security.

For scenario #2 above where default remediation is required in an immediate manner to stop or prevent harm to human health or safety, the Company, or its successor-in-interest(s) or assign(s), shall have twenty-four (24) hours to commence and continuously pursue actions intended to cure the default from the date of receipt of notice of default. If the default is not cured within a forty-eight (48) hour cure period, the County may draw upon the Security.

- C. Road Use Agreement and Escrow Agreement Security. The Company has or will enter into Road Use Agreements with the County and certain local road authorities to govern the Company's use of the roads under the respective jurisdiction of the County or road use authority during the construction and routine maintenance of the Project (the "**Road Use Agreements**"). The Parties also agree to enter into an Escrow Agreement under which the Company will post with the County Treasurer, who will act as escrow agent, an amount of financial security mutually agreed to by the Parties to allow the Company to construct certain Project access entrances during the winter of 2020-2021. The Parties acknowledge and agree that the Company has separate financial security requirements under the Road Use Agreements and under the Escrow Agreement to secure its respective obligations thereunder. For purposes of clarity, the County and the Landowners have the right to access the Security as set forth in Section II.B. and Section IV.B. of this Agreement, , but the County and Landowners cannot access the Security for any claims related to Company's obligations under the Road Use Agreements or the Escrow Agreement.
- D. AIMA Security. For purposes of clarity, the Security provided under this Agreement satisfies the Company's obligations to provide financial security under Section 21 of the AIMA and the Company is not required to provide separate financial assurance thereunder.

- E. No Liens. The Company, or its successor-in-interest(s) or assign(s), shall not allow any liens or encumbrances to be filed against title to land owned by the County or any of the other Landowners as a result of the performance of the Decommission and Restoration Work or the Project Restoration Work or any other kind of work related to the Project. If such liens or encumbrances are filed against title to land owned by the County or any of the other Landowners, the Company, or its successor-in-interest(s) or assign(s), at its sole cost, may contest such liens and encumbrances in any legal action or arbitration. The Company, or its successor-in-interest(s) or assign(s), at its sole cost, shall pay to contest, remove or settle all such liens and encumbrances and shall indemnify, hold harmless and defend the Landowners and the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the liens and encumbrances. The Company's obligations with respect to Landowners as set forth in this Section II.E. are subject to modification in the Lease Agreements or subsequent agreement with the Landowner(s).
- F. Indemnification, Defense and Hold Harmless. In accordance with Section IX (Liability Insurance And Indemnification) of the WECS Siting Regulations Ordinance, the Company, or its successor-in-interest(s) or assign(s), shall defend, indemnify and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Siting Approval Permit or the construction, operation, maintenance and removal of the WECS and affiliated equipment including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Company, or its successor-in-interest(s) or assign(s), the WECS Owner or the WECS operator under the WECS Siting Regulations Ordinance or the WECS Siting Approval Permit Ordinance, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such Indemnified Parties. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

III. Decommissioning and Restoration Access. If the Company, or its successor-in-interest(s) or assign(s), fails to perform or complete or pay for the Decommission and Restoration Work or fails to perform or complete or pay for the Project Restoration Work in compliance with this Agreement and the AIMA or the Drainage Repair and Remediation Plan, upon notice by the County and the Company's default or failure as set forth in Section II.B. above, the County and its authorized agents (i.e., the County contractors, subcontractors and material suppliers or the Surety and its contractors, subcontractors and material suppliers) shall have access to the Project in order to affect or complete the Decommission and Restoration Work or the Project Restoration Work. In accordance with Subsection X.A.10. (Decommissioning And Site Reclamation Plan Required) of the WECS Siting Regulations Ordinance, as part of

conducting any Decommission and Restoration Work, the County shall have the legal right to transfer applicable WECS material to salvage firms.

IV. Lease Decommissioning Obligations

- A. Affidavit. The Company confirms in the “Affidavit of Jeanine Wolanski”, a copy of which is attached as **Exhibit “E”** hereto and made a part hereof, that the Lease Agreement for each parcel included in the Siting Approval Permit application includes an obligation to decommission the Project improvements located on such parcel as required by Section X.A.9 (Affidavit Regarding Leases With Landowners) of WECS Siting Regulations Ordinance.

- B. Landowner Security Access. The Landowners shall be named as secondary beneficiaries of the Security, each to the extent of costs for Project Decommission and Restoration Work associated with decommissioning Project improvements located on its property. If the Company fails to decommission the WECS in accordance with one or more Lease Agreements and the County subsequently declines or otherwise fails to decommission the WECS after Abandonment (as defined in the AIMA or the WECS Siting Regulations Ordinance), the Landowner(s) may choose to decommission the Project improvements located on their property and make a claim or claims on the Security for their respective decommissioning and restoration costs incurred or, if such claim is made prior to the Landowner’s commencement of such decommissioning and restoration work, the Landowners may request release of funds from the Security in amount(s) reasonably expected to be incurred for decommissioning of installed Project improvements in accordance with Section 21.F. (Deconstruction of WECS Facilities and Financial Assurance) of the AIMA.

- V. **Notices**. Notices, consents or other documents required or permitted by this Agreement and Sec. XI.B. of the Ordinance must be in writing and given by personal delivery, reputable overnight courier, or certified mail and shall be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail.

Company:

Lincoln Land Wind, LLC
c/o Ares Management LLC
Three Charles River Place, Suite 101
63 Kendrick Street
Needham, MA 02494
Attention: Legal Department
nehrenpreis@aresmgmt.com

County:

Board of Commissioners, Morgan County, Illinois
Attn: Board President
300 West State Street, Jacksonville, Illinois 62650

- VI. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. An Agreement containing facsimile or electronic signatures of the Parties shall be deemed an original of the Agreement.
- VII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law provisions. The Parties agree that, for the purpose of any legal action or proceeding relative to this Agreement and its enforcement, venue shall be in the Circuit Court of the Seventh Judicial Circuit, Morgan County, Illinois, and the Parties consent to the jurisdiction of said Court for any such action or proceeding.
- VIII. **Exhibits.** True and correct copies of the attached Exhibits are attached hereto and are identified as follows:

Group Exhibit "A"- Morgan County Ordinance No. 2019-10A (Wind Energy Conversion Systems Siting Regulations Ordinance) dated December 16, 2019 ("WECS Siting Regulations Ordinance")

Morgan County Ordinance No. 2020 - 19 (Ordinance Approving The Application For A Wind Energy Conversion System Siting Approval Permit Submitted By Lincoln Land Wind, LLC For A Wind Energy Conversion System ("WECS") Known As The Lincoln Land Wind Project ("Project")) dated September 8, 2020 ("WECS Siting Approval Permit Ordinance")

Agricultural Impact Mitigation Agreement dated February 4, 2020 ("AIMA") entered into by the Company and the Illinois Department of Agriculture

Drainage Repair and Remediation Plan dated December 7, 2020

Exhibit "B" - Decommissioning Plan dated November 2020 and prepared by Westwood Engineering (attached)

Exhibit "C" - Decommissioning Bond (Performance and Payment Bond) (attached)

Exhibit "D" - Irrevocable Standby Letter of Credit (attached)

Exhibit "E" - Affidavit of Jeanine Wolanski (attached)

Subject to the condition that the more strict regulation(s) or standard of performance or stated obligation(s) contained within the Exhibits shall govern the obligations of the Company, in the event of a conflict or inconsistency between any term or provision or obligation of the Company within this Agreement or the Decommissioning Plan and any term or provision or obligation of the Company contained in any of the above Exhibits, the order of priority among the Exhibits in regard to resolving any such conflict or inconsistency is as follows:

1. WECS Siting Regulations Ordinance
2. WECS Siting Approval Permit Ordinance
3. Drainage Repair and Remediation Plan
4. AIMA
5. Decommissioning Agreement
6. Decommissioning Plan

By execution hereof, the undersigned confirms its agreement to comply with the foregoing Decommissioning Agreement.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

Lincoln Land Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC, its Sole Member

By: Apex Clean Energy Holdings, LLC, its Sole Member

By: _____

Name: _____

Its: _____

Date: _____, 2020.

ATTEST:

By: _____

Name: _____

Its: Corporate Secretary

Date: _____, 2020.

Board of Commissioners of Morgan County, Illinois

By: _____

Name: _____

Its: County Board President

Date: _____, 2020.

ATTEST:

By: _____

Name: _____

Its: County Clerk

Date: _____, 2020.

Group Exhibit "A"

Morgan County Ordinance No. 2019-10A (Wind Energy Conversion Systems Siting Regulations Ordinance) dated December 16, 2019 ("WECS Siting Regulations Ordinance")

and

Morgan County Ordinance No. 2020 - 19 (Ordinance Approving The Application For A Wind Energy Conversion System Siting Approval Permit Submitted By Lincoln Land Wind, LLC For A Wind Energy Conversion System ("WECS") Known As The Lincoln Land Wind Project ("Project")) dated September 8, 2020 ("WECS Siting Approval Permit Ordinance")

and

Agricultural Impact Mitigation Agreement dated February 4, 2020 ("AIMA") entered into by the Company and the Illinois Department of Agriculture

and

Drainage Repair and Remediation Plan dated December 7, 2020

(Incorporated by Reference)

Exhibit "B"

Decommissioning Plan dated November 2020 and
prepared by Westwood Engineering

(attached)

Exhibit "C"

Decommissioning Bond
(Performance and Payment Bond)

(attached)

Exhibit "D"

Irrevocable Standby Letter of Credit

(attached)

Exhibit "E"

Affidavit of Jeanine Wolanski

(attached)

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