

**Essex Township
Essex Substation Buy-Out Agreement**

This Road Use Agreement ("AGREEMENT") is made and entered into this ___ day of May, 2025, by and among Illinois Generation LLC, a Delaware limited liability company (hereinafter "Developer") and in Kankakee County, Illinois: Michael Wepprecht, as Essex Township Highway Commissioner, a "Road Authority," and, Developer and the Road Authority are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer intends to utilize Essex Township roads to construct an interconnection substation and other ancillary facilities ("Project") in the County of Kankakee.

WHEREAS, in connection with the construction of the Project, Essex Township desires to address certain issues relating to the roads owned and operated and maintained by Essex Township (the "Approved Public Roads") over which it will be necessary for Developer to, among other things, (I) transport heavy equipment and materials over certain Approved Public Roads, which may in certain cases be in excess of the design limits of the Approved Public Roads; (II) transport certain materials, such as concrete and aggregates, on those designated Approved Public Roads, and (III) transport labor.

WHEREAS, under 605 ILCS 5/5 et seq. Essex Township has broad power regarding the opening, construction, maintenance, relocation, access to, or repair of highways in the Township Highway systems, and

WHEREAS 605 ILCS 5/9-113 grants to Essex Township authority to impose reasonable rules, regulations, and specifications for the use of Highways by public and private utilities; and

WHEREAS, 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert; and

WHEREAS, Essex Township is empowered by the Illinois Township Code (60 ILCS 1/1-1 et seq.) and the Illinois Highway Code (605 ILCS 5/6-101 et seq.) to perform responsibilities as to township roads, including to construct, maintain, and repair township roads; and

WHEREAS, it is in the best interest of the public health, safety, and welfare that the PARTIES reach an Agreement to address the majority of issues that will arise in a project of this size;

WHEREAS, Developer has provided to the Road Authority a construction plan for the PROJECT that shows the haul routes, road crossings, access points, and construction access roads, a copy of which is attached as the Principal Road Use Schedule (Exhibit A);

WHEREAS, the Parties wish to set forth their understanding and Agreement as to the road issues relating to the construction and operation of the Project; and

WHEREAS, this Agreement shall apply to those Approved Public Roads outlined on the Plan and are included and/or otherwise referenced in Exhibit A; and

WHEREAS, commencing in 2025, the Parties have been negotiating in good faith to agree on the terms and conditions of a Road Use Agreement for the Developer to undertake certain modifications and improvements to specifically identified Local Roads in order to construct the Projects. The Parties acknowledge that they have reached an impasse in the negotiations, in response to which Developer has proposed to pay a sum of money to the Road Authority to undertake and complete certain road modifications and improvements according to Exhibit A as generally described at paragraph 3 (the "Work"). The Work to be done by the Road Authority will be undertaken promptly after the Developer has completed construction of the Project. During the course of constructing the projects, Developer will maintain the Local Roads in a safe condition for the driving public.

AGREEMENT

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

Section 1. For good and valuable consideration as set forth herein, the Parties intend to cease negotiations of, release from and supersede the draft Road Use Agreement previously discussed, and agree as follows:

- A. At least seven (7) days prior to beginning the Work, Developer shall pay to the Road Authority the full sum of \$3,117,252.96 dollars ("the Payment") as consideration for this Buy-Out Agreement.
- B. Upon full completion of the construction Work for the Project, the Road Authority will undertake the responsibility to modify and improve the Local Roads as described in Exhibit B as specified therein (the "Turnover Date").
- C. The Road Authority shall be solely responsible for the completion of any remaining portion of the Work described in Exhibit B and shall undertake that Work at their sole risk and determination and are not required to return any unused portion of the payments described in paragraphs 1(A) and 1(B) above to the Developer. Developer shall not be responsible to perform, pay for or complete any part of the work described in Exhibit B after the Turnover Date.

- D. The existing fee reimbursement Agreements for Hutchison Engineering Inc. and Meyer Capel, P.C. shall remain in full force and effect until the Turnover Date.
- E. In consideration of the obligations of the Parties contained herein, the Road Authority, their affiliates, legal representatives, successors, and assigns, on their own behalf and on behalf of the entities they represent, hereby release, acquit, waive, and forever discharge Developer, the Developer's contractors, other entities Developer represents, and their affiliates, legal representatives, successors, and assigns from any and all claims, controversies, indemnifications, actions, causes of action, demands, warranties, suits, costs, damages, equitable relief, and/or other liabilities or proceedings of any nature whatsoever, arising out of or related to this Agreement or the Work, and/or any claims for relief that could have been raised, no matter how characterized, including any claim for injunctive relief, damages, costs, and/or attorneys' fees. As of the Turnover Date, all road maintenance during construction of the Projects previously done by or on behalf of Developer shall be deemed completed and accepted by the Road Authority without further obligation of Developer, except agreed punch list items.
- F. This Agreement shall not be deemed or construed to be an admission or evidence of any wrongdoing, the truth of any claim or allegation made by any Party hereto.
- G. Each party specifically acknowledges and agrees that the Agreements, waivers, releases, payments, and all other benefits and obligations set forth in this Agreement constitute full and adequate consideration for entering into this Agreement.
- H. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. No promises or oral or written statements have been made other than those expressed in this Agreement upon which any party may rely. This Agreement has been drafted based upon negotiations between and input from the Parties and therefore shall not be construed against any Party.
- I. This Agreement may be executed and delivered in multiple counterparts (including by means of faxed signature page or electronic transmission of a PDF), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party agrees to be bound by signatures sent electronically and waives any defense to the enforcement of the terms of this Agreement based upon the form of signature. Each Party represents and warrants that it has obtained any and all required consents necessary for the execution of this Agreement.

Section 2. Developer agrees to undertake the following actions in accordance with the terms of this Agreement until the Turnover Date:

- A. Provide contact information for the Developer's Construction Manager, who will be responsible for the Project. The names and contact information of these individuals are as follows, but may be updated and changed by Developer upon prior written notice to the Road Authority:

Construction Manager: To be provided prior to construction

- B. Provide at least 24 hours prior written notice (but Developer shall use reasonable efforts to provide as much advance notice as is reasonably practical) to the Road Authority in advance of all oversize and overweight vehicle moves and equipment for all routes for individual review and permitting.
- C. Transport oversize loads in accordance with "Prudent Industry Practices" (which shall mean practices which are in generally approved or employed by a substantial portion of similarly situated developers of renewable energy generation facilities for construction of projects similar to the Project) so as to seek to minimize adverse impact on the local traffic.
- D. Provide at least 24 hours prior written notice (but Developer shall use reasonable efforts to provide as much advance notice as is reasonably practicable) to obtain approval of the Road Authority when it is necessary for a road to be closed for any reason.
- E. Sign all highway work zones and closures in accordance with the Manual of Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with Chapter 430 of the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- F. Keep all Approved Public Roads used by Developer and Developer's Representative(s) reasonably clear, by removing all mud, dirt, dust, spilled or tracked material, garbage, obstruction, or other hazards, upon notice and within a reasonable time period.
- G. Prohibit the use of Approved Public Roads right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives and designees, who are subject to the direction or control of Developer or Developer's Representative(s).
- H. Take such commercially reasonable measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Approved Public Roads damaged as a direct result of Developer's Representative(s) use

as reasonably directed by the Road Authority. The extended work suspension may be caused by but not limited to seasonal weather conditions, “acts of God”, or labor disagreements.

Section 3. The Road Authority, in accordance with the terms of this Agreement, agrees to:

- A. Permit Developer and its designees to use the roads owned and operated and maintained by the Road Authority as necessary to construct the Project, subject to the terms and conditions of this Agreement.
- B. Consent to the use of the Road Authority’s right-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the Road Authority or the improvements that would need to be undertaken by Developer pursuant to the terms of this Agreement. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Developer or Developer’s Representative(s) from obtaining by purchase, condemnation, or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- C. Review for approval all oversize or overweight equipment using the Approved Public Roads by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices and issue any permits requested for those loads provided they comply with Prudent Industry Practices.
- D. By its terms, this Agreement will act as the necessary permit for vehicle overweight and oversize permits for Approved Public Roads (provided they comply with Prudent Industry Practices) in a timely manner for the roads scheduled on Exhibit A upon the submission of notice pursuant to Section. 2.B of this Agreement by the Developer or Developer’s Representative(s) and concurrent with any applicable Illinois Department of Transportation OS/OW Permit(s).
- E. Coordinate with Developer or Developer’s Representative(s) Representative(s) so as to minimize the impact of their use of the Approved Public Roads.
- F. Perform all routine maintenance on the Approved Public Roads used for the construction of the Project in accordance with Section 5 of this Agreement.
- G. Review in a timely manner for approval all access points to the Township Highway system by considering sight distances, drainage and proximity to other entrances, in a reasonable manner, and in accordance with accepted engineering practices and issue access permits. In conjunction with the execution of this Agreement, Developer has submitted the location of a

proposed entrance depicted in Exhibit C attached here which is, upon execution of this Agreement, deemed approved by the Road Authority.

Section 4. Road Inventory

- A. Pre-Construction Inspection: Developer or Developer's Representative(s), has performed and completed the Pre-Construction Inspection which involves a video recording inspection of the condition of the pavement surface of the Approved Public Roads specified in Exhibit A which documented the entire length of the roads as listed in Exhibit A.
- B. Incidental/Accidental Use: The Parties recognize that Project construction-related traffic may, either through mistake or with the consent of the Road Authority, use roads or access points other than those listed on Exhibit A. Repairs for damage caused by Developer or Developer's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Sections 5 and 6 of this Agreement, as applicable.
- C. Post-Construction Inspection: The Road Authority has engaged HEI to complete pre- and post-Project surveys of the roads identified in Exhibit A. The post-Project survey will occur after the Turnover Date shall include roads used in addition to the roads identified in Exhibit A. Payment of services provided by HEI on this Project shall be paid by Developer.

Section 5. Construction Cooperation

- A. Prior to the commencement of Project construction, Developer shall provide the Road Authority with 48 hours' notice prior to beginning any on-site work.
- B. The parties agree that Developer's use of the designated roads in Exhibit A shall be monitored by a designated employee of HEI. The parties agree that work on the Project will typically occur during normal working hours (which will be 7 am – 7 pm for purposes of this Agreement), and such supervision shall occur on days where Developer or Developer's contractors are utilizing the designated roads, or Developer, HEI, and the Road Authority mutually agree that additional monitoring is necessary. Developer understands that such monitoring and oversight is subject to a higher rate of pay/overtime pay for HEI work done in excess of eight (8) hours Monday thru Saturday, and any work performed on Sunday, or any federal holiday.
- C. Use of roads outside the list of Approved Public Roads (Exhibit A) is prohibited, absent agreement with Essex Township and HEI. The first violation shall be recorded by Essex Township or a member of HEI, and reported to Developer, Developer's representatives, or Developer's contractors within 24 hours of occurrence and shall result in a \$2,500.00 fine, to be paid within 45 days of receipt of the violation notice. Each subsequent violation shall increase

the fine by \$2,500.00. A third violation of the same piece of road shall result in that road/section of road being added to the Approved Public Roads that must be repaired and reconstructed by Developer upon completion of the construction period. The Road Authority must provide the Developer with verifiable proof of any claimed violation, such as photographs.

Section 6. Maintenance of the Approved Public Roads

- A. The daily routine maintenance of the Approved Public Roads being utilized for construction of the Project including snow removal, striping and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Road Authority. If repairs or maintenance other than daily routine maintenance are deemed necessary as may be reasonably determined by the Road Authority, because of activity of Developer or Developer's Representative(s) during construction of the Project, Developer shall be required to perform or cause to be performed all such reasonable maintenance or repairs that the Road Authority requests Developer in writing to perform, per Section 6 of this Agreement. If Developer fails to perform such requested reasonable maintenance or repairs, the Road Authority may cause such reasonable maintenance or repairs to be performed and invoice Developer for its reasonable, documented costs of such maintenance or repairs and Developer shall make payment to the Road Authority therefore within thirty (30) days of the date of the invoice.
- B. Emergency repairs: Notwithstanding the foregoing, in the event Developer or Developer's Representative(s) are reasonably believed by the Road Authority to have caused damage to its portion of the Approved Public Roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the Road Authority's reasonable opinion warrants an immediate repair or road closing, the Road Authority may unilaterally make or authorize repair of such damage, with the reasonable, documented costs thereof to be paid by Developer within thirty (30) days of the date that an invoice for such costs is submitted to Developer for reimbursement, provided that if Developer does not agree with the costs invoiced by the Road Authority, then Developer and the Road Authority shall enter into the procedure for Dispute resolution prescribed in Section 6(D)(c) of this Agreement. The Road Authority shall photograph, videotape, or otherwise document such damage and make all such documentation available to Developer. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of a neutral third-party intermediary and if necessary, adjudication. If and to the extent such post repair proceedings determine that any such repair was not required under this Agreement or that Developer is not responsible under this Agreement for the costs thereof invoiced to Developer, the Road Authority shall refund to Developer the amounts Developer paid to fund the costs of such repair, if any.

- a. Procedure for Dispute Resolution Related to any Repair that may be required under this Agreement:
 - i. The Road Authority shall notify Developer of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
 - ii. If Developer agrees, the Road Authority or its contractor shall perform the repair in the time frame specified and recover its reasonable cost of such repair from Developer to be paid within thirty (30) days of the date an invoice is submitted by the Road Authority for reimbursement.
 - iii. Should a disagreement exist as to the:
 - 1. Extent of the damage done to any portion of Approved Public Roads based upon the Pre-Construction Inspection and Post-Construction Inspection of the Approved Public Roads;
 - 2. Method, procedure or design used for the preparation of an estimate of a final repair or restoration of any portion of Approved Public Roads;
 - 3. Estimate of cost-plus fee for a final repair or restoration of any portion of Approved Public Roads;

the Road Authority and Developer will in good faith attempt to resolve the dispute. If, following such a good faith attempt, the Road Authority and Developer are still unable to resolve the dispute, the Road Authority and Developer shall select a qualified independent third-party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Road Authority and Developer cannot agree on a qualified independent third-party road engineer, then the Road Authority and Developer shall each select a qualified independent road engineer, and those two shall select a third qualified independent third-party engineer, and the three engineers shall provide to the Road Authority and Developer an “intermediary’s proposed solution”. Both the Road Authority and Developer shall pay the cost of their engineer and the cost of the third qualified independent third-party engineer shall be split equally between such Parties.

- b. If the Road Authority and Developer agree and/or do not reject the intermediary’s proposed solution, then the Road Authority shall proceed

in accordance with the agreed upon solution, complete the final repairs or restoration of such portion of the Approved Public Roads and shall recover the associated costs from Developer.

- c. If the Road Authority and Developer cannot agree and the Road Authority rejects the “intermediary’s proposed solution”, the Road Authority may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the reasonable cost of which shall be paid by Developer. If the appropriateness of the Road Authority’s action is ultimately determined not to be justified either by Agreement or adjudication, the Road Authority shall promptly refund to Developer the amounts paid for the final repairs or restoration of the applicable portion of Approved Public Roads.
- d. For the purposes of temporary or emergency repairs, the Road Authority’s charges shall be based on the time and material cost records maintained by the Road Authority, which records shall be made available to Developer for review. The Road Authority’s billing rates for labor shall be those established by the Road Authority and in regard to equipment and machinery, those rates approved by the Illinois Department of Transportation.

Section 7. Indemnification/Hold Harmless and Liability Insurance Provisions

- A. Limitation of Liability: In no event shall any Party or its officers or employees be liable (in contract or in tort, involving negligence strict liability, or otherwise) to any other Party or their contractors, suppliers, employees, members and shareholders for indirect, special, incidental, consequential, or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- B. Required Insurance: Developer shall at all times throughout the term of this Agreement, maintain in full force and effect, and provide sufficient proof thereof to the Road Authority, the following insurance to wit:
 - a. To the extent there are employees, Worker’s Compensation Insurance covering all Developer’s employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being constructed.
 - b. To the extent there are automobiles, Commercial Automobile Liability Insurance covering all motor vehicles, owned, non-owned, used or hired, or leased by Developer and engaged in the construction of the Project. Limits of liability of one million dollars

(\$1,000,000.00) for the accidental injury to or death of one or more persons, or damage to or destruction of property per occurrence.

- c. Commercial General Liability Insurance with a limit of one million dollars (\$1,000,000.00 per occurrence and five million dollars (\$5,000,000.00) aggregates. Without restricting the generality of the foregoing, such coverage shall include but not be limited to bodily injury and property damage, sudden, and accidental pollution liability, employer's liability, products and completed operations and contractual liability. Developer shall request its insurer add the Commissioner and Essex Township, Illinois, their Board, officers and employees as additional insured, as their interests may appear, to the Commercial General Liability policy in this Section.
- d. Umbrella or Excess Liability Insurance covering commercial general liability, automobile liability, and time element pollution liability, limit of five million dollars (\$5,000,000.00) per occurrence and in the aggregate;
- e. General Provisions Applicable to the Foregoing Insurance Requirements
 - i. Developer may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
 - ii. Evidence of such insurance shall be submitted to the Road Authority prior to the initiation of any work or transportation of any materials or equipment on the roads listed on Exhibit A.

Section 8 Miscellaneous

- A. Remedies and Enforcement: The Parties hereto covenant and agree that in the event of default of any of the terms, provisions, or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party") and after sixty (60) days prior written notice and opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to perform such obligation on behalf of the Defaulting Party and the Defaulting Party shall reimburse the Non-Defaulting Party within fifteen days of providing an invoice evidencing the performance of such obligation.
- B. Non-Waiver of Performance. Failure of either Party to insist upon the strict and prompt performance of the terms, covenants, Agreements, and conditions herein contained or any of them upon the other Party imposed shall not constitute or be construed as a waiver or relinquishment of either Party's right

thereafter to enforce any such terms, covenants, Agreements, and conditions, but the same shall continue in full force and effect.

- C. Severability. If any provisions of this Agreement are 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.
- D. Amendments. No amendments or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties.
- E. Notices: All notices shall be in writing and sent (including via facsimile and email transmission) to the Parties hereto at their respective address or fax numbers (or to such other address or fax number as any such Party shall designate in writing to the other Party from time to time)

Developer

Illinois Generation LLC
1088 Sansome Street
San Francisco, CA 94111
Phone No: 309.531.0440
Email: general.counsel@patternenergy.com

COPY TO:

Attn: General Counsel
Illinois Generation LLC
1221 McKinney Street, Suite 1900
Houston, TX 77010

Illinois Generation LLC
1221 McKinney Street, Suite 1900
Houston, TX 77010
Phone No: 309.531.0440
Email: jeffrey.nemeth@repsol.com

ESSEX TOWNSHIP: Michael Wepprecht, Essex Township Road
Commissioner

Essex Township
ADDRESS HERE
ADDRESS HERE
Phone NUMBER HERE Fax NUMBER HERE
Email: mmwepp14@gmail.com

Copy to: Jim Threadgill, PE

Hutchison Engineering
605 Rollingwood Drive
Shorewood, IL 60404
Phone 815-733-6295 Fax NUMBER HERE
Email: jthreadgill@hutchisoneng.com

- F. Assignment: This Agreement may be assigned by Developer for purposes of financing the Project without the consent or approval of the Road Authority. In all other instances, this Agreement may not be assigned without the written consent of the other Party, which shall not be unreasonably withheld.
- G. 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 instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and any litigation shall take place in the Twenty First Judicial Circuit Court.
- I. Waiver of Right to Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.
- J. Successors and Assigns: This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives, and their respective agents, contractors,

subcontractors, material suppliers, vendors, employees, respective transport providers and designees.

- K. Termination: Developer shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the Road Authority of its intent to terminate this Agreement.
- a. In the event such termination occurs prior to the beginning of construction of the Project including the transportation of material or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary, the Initial Payment shall be retained by the Road Authority and Developer shall have no further liability to the Road Authority under this Agreement.
 - b. In the event such termination occurs during Project construction but prior to completion of the Project, the Road Authority shall retain both the Initial Payment and the Remainder Payment.
 - c. In the event the Project is permanently abandoned by Developer, the Road Authority shall retain both the Initial Payment and the Remainder Payment.
- L. Due Authorization: This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior Agreements or understanding by and between Parties, whether written or oral. Developer hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Developer, the Road Authority hereby represent and warrant that this Agreement has been duly authorized, executed, and delivered on behalf of the Road Authority.
- M. Illinois Prevailing Wage Act: With regard to any work performed on Approved Public Roads in connection with the construction of the Project, Developer and Developer Representative(s) shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.0/ et seq. The parties agree that certification by Developer's Management that wages are paid in accordance with the Illinois Prevailing Wage Act shall be acceptable to the Road Authority unless otherwise required by Illinois State Statute.
- N. Compliance. The Parties agree that all activities performed under this Agreement shall comply with all Applicable Laws, including but not limited to antitrust, anti-corruption and anti-money laundering laws.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, this Agreement has been executed by the parties as of the day and year of first written above.

Essex Township, Kankakee County, Illinois

By: _____

Michael Wepprecht
Essex Township Road Commissioner

Illinois Generation LLC,
a Delaware limited liability company

By: _____

Name:
Title

Illinois Generation LLC,
a Delaware limited liability company

By: _____

Name:
Title

EXHIBIT A
HAUL ROUTES

(See attached)

EXHIBIT B
BUY-OUT COST ESTIMATE FOR REPAIRS

(See Attached)

EXHIBIT C
PROPOSED ENTRANCE

DRIVEWAY DISTANCES FOR ADDRESSING

NORTH
CIRCLE ONE

ROAD NUMBER

YOUR NEIGHBOR'S DRIVEWAY

YOUR DRIVEWAY

YOUR NEIGHBOR'S DRIVEWAY

W 6000 N Rd
ROAD NUMBER

14750 W RD
ROAD NUMBER

FEET

FEET

FEET

1250 FEET

NAME: Illinois Generation LLC NEIGHBOR'S NAME: _____

CURRENT ADDRESS: _____ NEIGHBOR'S ADDRESS: _____

PHONE NUMBER: _____ PERMIT NUMBER: _____

PARCEL NUMBER 09-06-02-100-001

5672 N. 14750 W RD
Essex 60935

Sent to Tammy 5-17-24