

COOPERATION AND RELEASE AGREEMENT

THIS COOPERATION AND RELEASE AGREEMENT ("Agreement") is made this 1st day of June, 2015, between TWIN FORKS WIND FARM, LLC ("Developer") and the CITY OF MAROA, 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-powered electric generation facility (the "Project") in Macon County, Illinois and will present to the City preliminary drawings and plans describing the location of the Project facilities; and

WHEREAS, the City acknowledges and agrees that Developer has adequately consulted with it and accommodated it with respect to all aspects of the Project and expressly acknowledges, covenants and confirms that this Agreement serves as its consent, approval and support of the Project as described by Developer; and

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

1. (A) Developer shall not place or site any specific wind turbine within one-quarter mile of a City boundary, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A; and

(B) 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 turbine within one and one-half miles (1.5 miles) of a City boundary, as such boundaries exist as of the date of this Agreement, Developer shall make payments to the City, per installed wind turbine, in accordance with Exhibit B attached hereto.

(C) Notwithstanding the payment terms in Exhibit B, in the event Developer enters into a cooperation and release agreement with another municipality within fifty (50) miles of the corporate limits of the City that provides for per turbine payments at a rate higher than that provided for herein, this Agreement shall be revised to incorporate that higher rate.

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

2. The City hereby specifically waives and relinquishes its zoning and building authority over the Project within one and one-half miles (1.5 miles) of a City boundary, as such boundaries exist as of the date of this Agreement or thereafter, as otherwise provided by 65 ILCS 5/11-13-26, and hereby further defers to Macon County with respect to all requisite zoning and building approvals and permits.

3. 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, regardless of the distance of any portion of such system from a City boundary.

4. 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.

5. The Parties agree to keep the terms of this Agreement strictly confidential other than as necessary to enforce any continuing obligations of the Parties under the Agreement or as required by law.

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

7. 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.

8. 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 16:00 on the day in question or, if such day is not a business day or if such written communication is received after 16:00, 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:

(A) In the case of City to:

Maroa City Hall
Attention: City Clerk
120B S Locust St
Maroa, IL 61756

With a copy to:
Michael L. Antoline, P.C.
2714 N. Mattis Avenue, Suite A
Champaign, IL 61822
Facsimile: (217) 352-4344

(B) And in the case of Developer to:

Twin Forks Wind Farm, LLC
353 N. Clark Street, 30th Floor
Chicago, IL 60654
Attn: Brad King
Facsimile: (312) 923-9469

With a copy to:

Michael S. Blazer
Jeep & Blazer, LLC
24 N. Hillside Avenue, Suite A
Hillside, IL 60162
Facsimile: (708) 236-0828

9. 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.

10. 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.

TWIN FORKS WIND FARM, LLC

CITY OF MAROA

By: _____

By: _____

Name: BRADFORD H. KING

Name: TED L AGEE

Title: VP, MIDWEST/NORTHEAST
DEVELOPMENT

Title: MAYOR

EXHIBIT A

CITY OF MAROA MUNICIPAL BOUNDARY

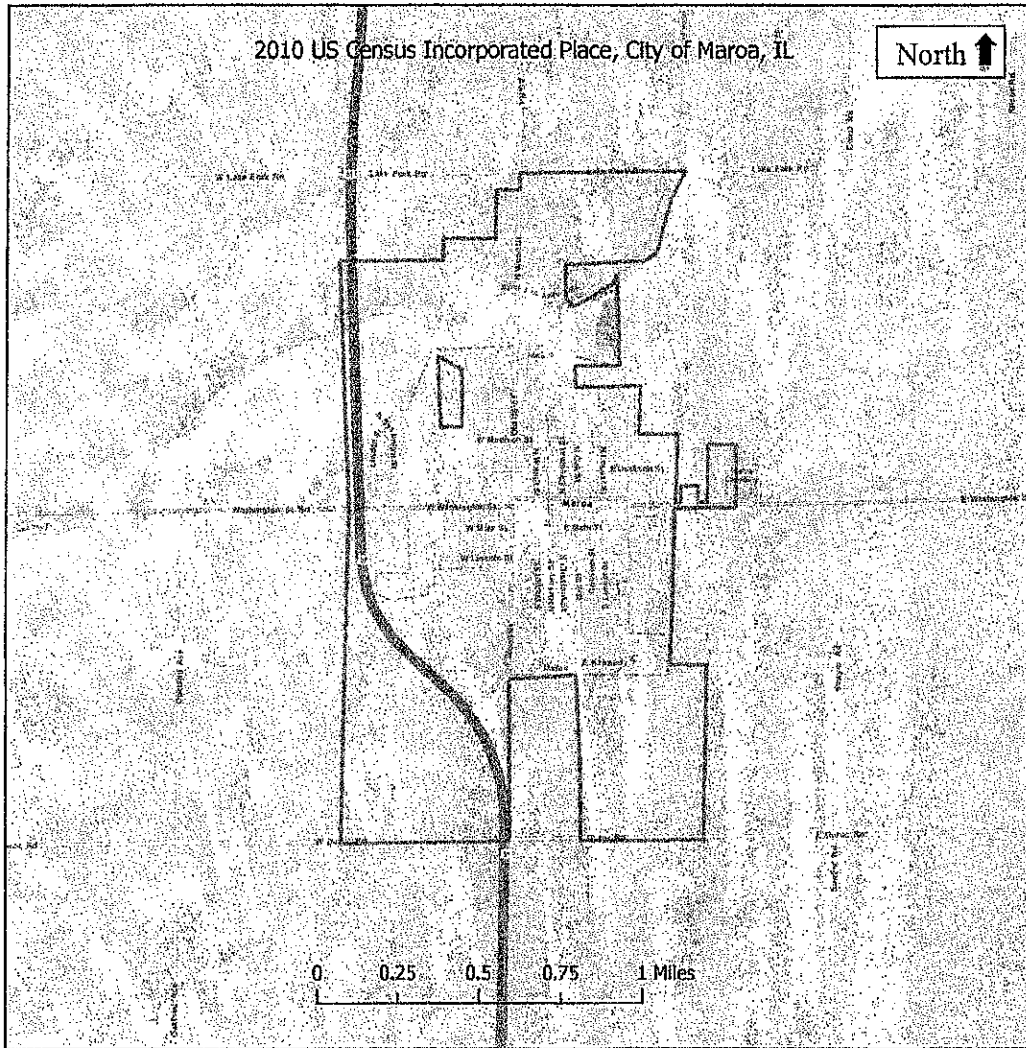


EXHIBIT B

PAYMENT SCHEDULE

\$1500 per wind turbine located within one and a half (1.5) miles of the boundary of the City of Maroa, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A. The amounts paid under this Exhibit B shall be for thirty (30) years, with the Developer's option to extend for two consecutive periods of ten (10) years each immediately following the initial thirty (30) year term. The amounts paid under this Exhibit B shall increase by two percent (2.0%) annually effective on each anniversary date of this Agreement.

VILLAGE OF WARRENSBURG, ILLINOIS

ORDINANCE NO. 699

**AN ORDINANCE
AUTHORIZING AND APPROVING
A COOPERATION AND RELEASE AGREEMENT
WITH TWIN FORKS WIND FARM, LLC**

**ADOPTED BY THE
BOARD OF TRUSTEES
OF THE VILLAGE OF WARRENSBURG**

this 1st DAY OF JUNE, 2015

**Published in pamphlet form by authority of the Board of Trustees of
the Village of Warrensburg, Macon County, Illinois,
this 1st day of June, 2015**

ORDINANCE NO. 699

**AN ORDINANCE
AUTHORIZING AND APPROVING
A COOPERATION AND RELEASE AGREEMENT
WITH TWIN FORKS WIND FARM, LLC**

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WARRENSBURG, ILLINOIS:

SECTION I. That the Cooperation and Release Agreement dated the 1st day of June, 2015, between the Village of Warrensburg, Illinois, an Illinois Municipal Corporation, and Twin Forks Wind Farm, LLC, a copy of which is attached hereto and made a part hereof as Exhibit "A", is authorized and approved.

SECTION II: That the President of the Board of Trustees, or his designee, is authorized to execute the Cooperation and Release Agreement.

SECTION III: That this Ordinance, after its passage and approval, shall be published in pamphlet form and shall be in full force and effect on June 1, 2015, after such publication, in the manner, form, and time as provided by the laws of the State of Illinois.

Ayes: 6 Namely: S. Mills, F. Musick, D. Fisher
K. Musick, L. Hackl, T. Warren

Nayes: -0- Namely: _____

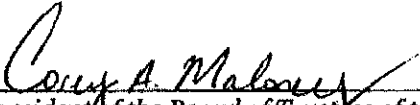
PRESENTED this 1st day of June, 2015.

PASSED this 1st day of June, 2015.

APPROVED this 1st day of June, 2015.

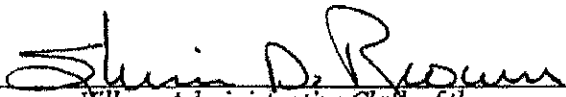
RECORDED this 1st day of June, 2015.

Approved:



*President of the Board of Trustees of the
Village of Warrensburg, Illinois*

ATTEST:



*Village Administrative Clerk of the
Village of Warrensburg, Illinois*

COOPERATION AND RELEASE AGREEMENT

THIS COOPERATION AND RELEASE AGREEMENT ("Agreement") is made this 1st day of June, 2015, between **TWIN FORKS WIND FARM, LLC ("Developer")** and the **VILLAGE OF WARRENSBURG, an Illinois Municipal Corporation ("Village")** (individually Developer and the Village are each a "Party" and collectively are the "Parties").

WHEREAS, Developer intends to construct, own and operate a wind-powered electric generation facility (the "**Project**") in Macon County, Illinois and has presented to the Village preliminary drawings and plans describing the location of the Project facilities; and

WHEREAS, the Village acknowledges and agrees that Developer has adequately consulted with it and accommodated it with respect to all aspects of the Project and expressly acknowledges, covenants and confirms that this Agreement serves as its consent, approval and support of the Project as described by Developer in said preliminary drawings and plans furnished to it by Developer; and

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

1. (A) Developer shall not place or site any specific wind turbine within one-half mile of a Village boundary, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A; and

(B) 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 turbine within one and one-half miles (1.5 miles) of a Village boundary, as such boundaries exist as of the date of this Agreement, Developer shall make payments to the Village, per installed wind turbine, in accordance with Exhibit B attached hereto.

(C) Notwithstanding the payment terms in Exhibit B, in the event Developer enters into a cooperation and release agreement with another municipality within fifty (50) miles of the corporate limits of the Village that provides for per turbine payments at a rate higher than that provided for herein, this Agreement shall be revised to incorporate that higher rate.

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

2. The Village hereby specifically waives and relinquishes its zoning and building authority over the Project within one and one-half miles (1.5 miles) of a Village boundary, as such boundaries exist as of the date of this Agreement or thereafter, as otherwise provided by 65 ILCS 5/11-13-26, and hereby further defers to Macon County with respect to all requisite zoning and building approvals and permits.

EXHIBIT "A"

3. 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, regardless of the distance of any portion of such system from a Village boundary.

4. 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 Village shall, within ten (10) business days of notice of such breach from Developer, refund to Developer all amounts paid by Developer to Village pursuant to this Agreement.

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

6. 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.

7. 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 16:00 on the day in question or, if such day is not a business day or if such written communication is received after 16:00, 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:

(A) In the case of Village to:

Village of Warrensburg
Attn: Village Administrative Clerk
155 E. Main Street
PO Box 350
Warrensburg, IL. 62573
Facsimile: (217) 672-3771

With a copy to:

James Jankowicz.

Record & Jankowicz
101 S Main St Ste 505
Decatur, IL 62523
Facsimile: (217) 428-6667

(B) And in the case of Developer to:

Twin Forks Wind Farm, LLC
353 N. Clark Street, 30th Floor
Chicago, IL 60654
Attn: Brad King
Facsimile: (312) 923-9469

With a copy to:

Michael S. Blazer
Jeep & Blazer, LLC
24 N. Hillside Avenue, Suite A
Hillside, IL 60162
Facsimile: (708) 236-0828

8. 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.

9. 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.

TWIN FORKS WIND FARM, LLC

CITY OF WARRENSBURG

By: 

By: 

Name: BRADFORD H. KING

Name: Corey A. Maloney

Title: VP, MIDWEST/NORTHEAST DEVELOPMENT

Title: President

EXHIBIT A

VILLAGE OF WARRENSBURG MUNICIPAL BOUNDARY

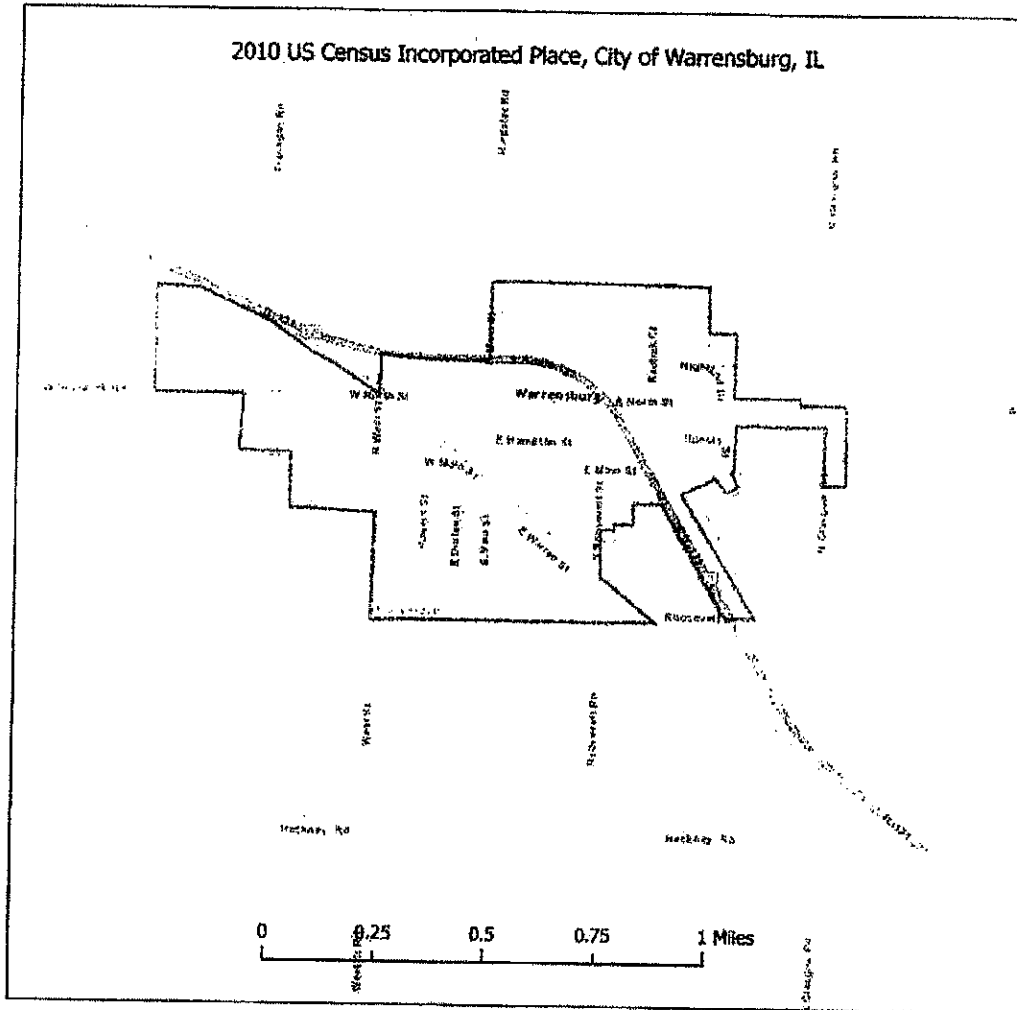


EXHIBIT B

One thousand five hundred dollars (\$1500.00) per wind turbine located within one and a half (1.5) miles of the Village boundary, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A. The amounts paid under this Exhibit B shall be for thirty (30) years, with the Developer's option to extend for two consecutive periods of ten (10) years each immediately following the initial thirty (30) year term. The amounts paid under this Exhibit B shall increase by two percent (2.0%) annually effective on each anniversary date of this Agreement.


STATE OF ILLINOIS)
COUNTY OF MACON) ss

I, SHERRIE BROWN, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on the 1st day of June, 2015 the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 699, entitled "An Ordinance Authorizing and Approving a Cooperation and Release with Twin Forks Wind Farm, LLC, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 699, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Warrensburg Public Library, and Casey's, commencing June 2nd, 2015, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Administrative Clerk.

DATED at Warrensburg, Illinois this 2nd day of June, 2015.


Village Administrative Clerk of the
Village of Warrensburg, Illinois