

#20-91

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "*Escrow Agreement*"), dated and effective as of December \_\_, 2020 ("*Effective Date*"), is by and among Camp Grove Wind Farm LLC, a Delaware limited liability company ("*Company*"), Marshall County and Stark County, Illinois (each a "*County*" and together, the "*Counties*" and together with the Company, the "*Parties*", and individually, each a "*Party*"), and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States, as escrow agent (and any successor, "*Escrow Agent*").

WITNESSETH:

A. Company installed in 2007 the Camp Grove Wind Farm, a 150-megawatt wind farm located in Marshall and Stark Counties, Illinois ("*Wind Farm*").

B. The Wind Farm is located on real property owned by the owners of real property listed in Exhibit A hereto (collectively, "*Owners*"), and Company and each Owner are parties to those certain Wind Energy Easement Agreements listed in Exhibit A hereto (collectively, the "*Easement Agreements*"). Pursuant to Section 12.3 of each Easement Agreement, upon termination of the Easement Agreement, Company is required to remove Windpower Facilities (as defined in the applicable Easement Agreement) and roads and restore the soil surface to a condition reasonably similar to its original condition. Company wishes to enter into this Escrow Agreement to cover estimated removal costs, as required by Section 12.4 of each Easement Agreement.

C. Pursuant to Section 141.05 of Stark County's Wind Farm Ordinance ("*Stark County Wind Ordinance*"), Company provided a decommissioning plan to Stark County ("*Stark County Decommissioning Plan*") to ensure that the Wind Farm is properly decommissioned at the end of its project life or facility abandonment. Under the Stark County Wind Ordinance, decommissioning includes removal of all structures (includes transmission equipment and fencing) and debris to a depth of four (4) feet, restoration of the soil, and restoration of vegetation. Stark County and Company wish to enter into this Escrow Agreement to provide financial security for the decommissioning of the Wind Farm, as required by the Stark County Wind Ordinance. Company acknowledges that under the Stark County Wind Ordinance, Stark County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the right to seek reimbursement from Company for decommissioning costs in excess of the Escrow Funds (defined below) and to file a lien against any real estate owned by Company, or in which Company has an interest, for the amount of such excess, and to take all steps allowed by law to enforce said lien.

D. Pursuant to Section 4.22(9) of Marshall County's Wind Farm Ordinance ("*Marshall County Wind Ordinance*"), Company provided a decommissioning plan to Marshall County ("*Marshall County Decommissioning Plan*" and together with the Stark County Decommissioning Plan, the "*Decommissioning Plans*") to ensure the Wind Farm is properly decommissioned. Under the Marshall County Wind Ordinance, decommissioning includes removal of above-ground structures, debris and underground foundations and cables down to a depth of at least three (3) feet below the soil surface, and restoration of the soil and vegetation. Marshall County and Company wish to enter into this Escrow Agreement to provide financial assurance for the decommissioning of the Wind Farm, as required by the Marshall County Wind Ordinance.

E. Company has obtained from Westwood Professional Services, a licensed Professional Engineer firm in the State of Illinois reasonably acceptable to the Counties, a certified estimate of \$5,049,500 in decommissioning costs for the Wind Farm, net of salvage value, comprised of \$2,390,120 for the portion of the Wind Farm located in Marshall County, and \$2,659,380 for the portion of the Wind Farm located in Stark County.

F. Escrow Agent is willing to serve as escrow agent with respect to the Easement Agreements, the Stark County Wind Ordinance and the Marshall County Wind Ordinance, on the terms and conditions set forth herein (the “**Escrow Obligations**”).

G. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Easement Agreements, that all references in this Escrow Agreement to the Easement Agreements are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Establishment of Escrow.

(a) Simultaneously with the execution of this Escrow Agreement, Company is depositing with Escrow Agent the sum of \$1,104,645 (the “**Initial Deposit**”). Annually on each anniversary of the Effective Date, Company shall deliver to the Escrow Agent additional funds in the amount of \$250,000 or such additional amount as required pursuant to Section 1(h) below (the “**Additional Deposits**” and collectively with the Initial Deposit, the “**Escrow Funds**”); *provided*, that on the sixteenth (16<sup>th</sup>) anniversary of the Effective Date, the Additional Deposit amount shall equal \$194,855. The Escrow Agent shall promptly send notice to the Parties confirming receipt of the Initial Deposit and any Additional Deposit from Company.

(b) The Escrow Funds shall be held in escrow upon and subject to the terms hereof on account of the Escrow Obligations. Upon its receipt of Escrow Funds, Escrow Agent shall deposit such funds in a segregated, interest bearing escrow account maintained with Escrow Agent. The Escrow Agent shall have no duty to determine if the Company is complying with the requirements set forth by the Decommissioning Plans.

(c) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Funds (and any investment earnings or income thereon (the “**Escrow Earnings**”)) as set forth in Exhibit B hereto or as set forth in any subsequent written instruction signed by the Company. Any Escrow Earnings shall not become part of the Escrow Funds and shall be disbursed to the Company as directed in writing by the Company.

(d) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(e) The Parties agree that confirmations of permitted investments of the Escrow Funds made in accordance with Section 1(c) are not required to be issued by the Escrow Agent for any month in which a monthly statement is delivered to Company. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Parties may obtain confirmations at no additional cost upon their written request.

(f) Company represents to Escrow Agent that its Federal I.D. number is 26-2312230.

(g) Not later than every fourth (4<sup>th</sup>) anniversary of the Effective Date during the term hereof, Company shall (i) obtain from a licensed Professional Engineer in the State of Illinois, reasonably acceptable to the Counties, a new certified estimate of decommissioning costs for the Wind Farm net of salvage value, and (ii) deliver additional cash (as needed) to Escrow Agent so that the total amount of Escrow Funds held by Escrow Agent (other than Escrow Earnings) are equal to such new certified estimate, and such additional cash (if any) shall constitute Escrow Funds for all purposes of this Escrow Agreement. If a new certified estimate of decommissioning costs for the Wind Farm net of salvage value is less than the amount of Escrow Funds then held by Escrow Agent (other than Escrow Earnings), then Escrow Agent shall, upon joint written instructions of the Parties, deliver such excess Escrow Funds (together with any Escrow Earnings thereon) to Company.

(h) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the Company (the "*Escrow Agent Fees*"). Simultaneously with the execution of this Escrow Agreement, Company is depositing with Escrow Agent the sum of \$26,205 as Escrow Agent Fees to be held in a separate "Escrow Agent Fees Account". For the avoidance of doubt, the Escrow Agent Fees and any investment earnings and income shall not become part of the Escrow Funds. The Escrow Agent Fees agreed upon for the services rendered hereunder are intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; *provided, however*, that if the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there are any losses, claims, liabilities, judgments, attorneys' fees or other expenses of every kind and nature which are incurred by Escrow Agent by reason of its acceptance of, and its performance under this Escrow Agreement, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent, in its sole discretion, may charge interest on such amount up to the highest rate permitted by applicable law.

## 2. Releases of Escrow Funds.

(a) If (i) either Stark County or Marshall County, or both, provides a written notice to Company and Escrow Agent stating that "Camp Grove Wind Farm LLC has failed to decommission the Wind Farm in compliance with the county's Decommissioning Plan within six (6) months of the end of project life or facility abandonment" and (ii) Company does not object in writing to both Escrow Agent and such County(ies) within thirty (30) days of Company's receipt of such notice(s), then, upon receipt of joint written instructions of the Parties, a portion of the Escrow Funds shall be delivered by Escrow Agent to each applicable County in an amount equal to the decommissioning costs for the Wind Farm in such County, as set forth in Recital E hereto or as most recently determined in accordance with Section 1(g), and investment earnings and

accretions to date on such Escrow Funds shall be delivered to Company as provided in Section 1(c).

(b) If within the thirty (30) day-period set forth in Section 2(a)(ii) Company objects to the delivery of Escrow Funds to such County and states in writing the grounds for its objection, Escrow Agent, in accordance with the joint written instructions of the Parties, shall place Escrow Funds in the registry of the Federal District Court for the Central District of Illinois, Peoria Division, if allowed by applicable law, otherwise, with the state court in Toulon, Illinois (in the case of Stark County) or Lacon, Illinois (in the case of Marshall County), as applicable, and the Parties' respective rights to Escrow Funds shall be determined in accordance with the interpleader rules applicable in such court.

(c) If (i) an independent third party reasonably satisfactory to each County provides each County with a certificate to the effect that Company has decommissioned the Wind Farm as required by each County's Decommissioning Plan, and (ii) neither County, within thirty (30) days of receipt of such independent third party certificate, sends a written notice to Company representing that Company has failed to decommission the Wind Farm as required by the county's Decommissioning Plan, then Escrow Agent shall, upon joint written instructions of the Parties, deliver Escrow Funds together with investment earnings and accretions thereon to Company.

3. Procedure With Respect to Releases. Any notice requesting the release of Escrow Funds or any portion thereof pursuant to Section 2 above and any documentation required to be delivered in connection therewith shall be delivered in the manner provided in this Escrow Agreement. The Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the form of Exhibit D-1, Exhibit D-2 or Exhibit D-3 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit D-1, Exhibit D-2 or Exhibit D-3 may be revised or rescinded only by a writing signed by an authorized representative of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt by Escrow Agent. If a revised Exhibit D-1, Exhibit D-2 or Exhibit D-3 or a rescission of an existing Exhibit D-1, Exhibit D-2 or Exhibit D-3 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of such Party under this Escrow Agreement. The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

4. Term of Escrow Agreement. The term of this Escrow Agreement shall commence on the Effective Date and shall end on the date of release and distribution of all Escrow Funds and Escrow Earnings in accordance with the terms hereof. Upon such termination, this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 5(f), 5(g) and 5(j) hereof shall survive termination. Any remaining balance in the Escrow Agent Fees Account shall be returned to the Company less any fees due to the Escrow Agent.

5. Limited Duties of Escrow Agent; Terms of Escrow.

(a) The Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no

circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

(b) The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent acting in good faith in accordance with the advice of legal counsel or other professionals retained or consulted by the Escrow Agent in the event of a controversy regarding disbursement of the Escrow Funds. The Escrow Agent shall be reimbursed as set forth in Section 1(h) for any and all reasonable compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals, provided detailed statements of such compensation and expenses are provided to Company. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. The Escrow Agent shall not be responsible for the conduct of agents or attorneys appointed by it with due care.

(c) The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the joint direction or joint consent of the Parties or their respective agents, representatives, successors, or permitted assigns in accordance with this Escrow Agreement. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the relevant person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent Exhibit D-1, Exhibit D-2 and Exhibit D-3, which contain authorized signer designations in Part I thereof. The Parties represent and warrant that each person signing this Escrow Agreement is duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Escrow Agreement.

(d) The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

(e) No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

(f) The Company shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without



limitation, reasonable and documented out-of-pocket attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless, and to the extent, such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the willful misconduct or gross negligence of the Escrow Agent; *provided* that the Counties shall indemnify, defend and hold harmless the Escrow Agent for any actions taken by the Escrow Agent as a result of any direction or instruction provided by the Counties, or a County, to the Escrow Agent. The provisions of this Section 5(f) shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(g) THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(h) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Funds shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by the Company, whether or not such income was disbursed during such calendar year.

(i) For certain payments made pursuant to this Escrow Agreement, the Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases the Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "*Code*"). The Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All parties to this Escrow Agreement shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Escrow Agent prior to the date hereof, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Escrow Agent shall have the right to request from any party to this Escrow Agreement, or any other person or entity entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 5(i) are not provided prior to the date hereof or by the time the related payment is required to be made or are determined by the Escrow Agent to be incomplete and/or inaccurate in any respect, the Escrow Agent shall be entitled to withhold (without liability) a portion of any interest or other income earned on the investment of the Escrow Funds or on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

(j) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Funds, the Escrow Agent

shall satisfy such liability to the extent possible from the Escrow Funds. The Company shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Funds and the investment thereof unless such tax, late payment, interest, penalty or other expense was caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 5(j) is in addition to the indemnification provided in Section 5(f) and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(k) The Parties hereto acknowledge that, in order to help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. The Parties hereby agree that they shall provide the Escrow Agent with such information as the Escrow Agent may reasonably request including, but not limited to, each Party's name, physical address, tax identification number and other information that will assist the Escrow Agent in identifying and verifying each Party's identity such as organizational documents, certificates of good standing, licenses to do business, or other pertinent identifying information.

(l) If any conflict, disagreement or dispute arises between, among, or involving any of the Parties concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Funds or Escrow Earnings, as applicable, until the Escrow Agent (i) receives (A) a final, non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Funds or Escrow Earnings, as applicable, or (B) a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Funds or Escrow Earnings, as applicable, in which event the Escrow Agent shall be authorized to disburse the Escrow Funds or Escrow Earnings, as applicable, in accordance with such final court order, arbitration decision, or agreement, or (ii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Funds and shall be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action.

(m) In the event that any Escrow Funds or Escrow Earnings shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Funds or Escrow Earnings, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall have no further obligation to pursue any action that is not in accordance with applicable law.

(n) The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly

or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority, or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

6. Resignation; Successor Escrow Agent.

(a) The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, shall be effective ninety (90) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and Escrow Earnings and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of ninety (90) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

(b) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the same rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

7. Compliance.

(a) Stark County acknowledges and agrees that by entering into this Escrow Agreement, Company has complied with the requirements of the Stark County Wind Ordinance as it relates to security for the Stark County Decommissioning Plan.

(b) Marshall County acknowledges and agrees that by entering into this Escrow Agreement, Company has complied with the requirements of the Marshall County Wind Ordinance as it relates to security for the Marshall County Decommissioning Plan.

(c) The Parties and Escrow Agent represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Escrow Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of



such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent.

8. Notices.

All notices, demands, requests and other communications required or permitted by this Escrow Agreement shall be given in writing by (i) personal delivery (confirmed by courier delivery service), (ii) expedited delivery with proof of delivery, (iii) email and confirmed in writing by mail, or (iv) first class, postage prepaid, return receipt requested, certified, addressed as follows:

If to Company:           Camp Grove Wind Farm LLC  
                                  c/o Orion Energy Group LLC  
                                  155 Grand Avenue, Suite 706  
                                  Oakland, CA 94612  
                                  Attention: General Counsel

With copies to:       

If to Stark County:

If to Marshall County:

If to Escrow Agent:

Wells Fargo Bank, National Association

\_\_\_\_\_  
Attention: \_\_\_\_\_; Conventional Debt and Specialized Services, Business Escrows  
Telephone:  
E-mail:

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph. Except as expressly provided herein, any notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received two (2) business days after the date it is mailed.

9. Assignment. Except as otherwise provided herein with respect to Escrow Agent, no assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of all other parties (such consent of the Escrow Agent not to be unreasonably withheld, conditioned or delayed).

10. Amendments. This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived,

only by a written instrument signed by all parties, or, in the case of a waiver, by the party waiving compliance.

11. Further Assurances. Each of the parties shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

12. Counterparts. This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any counterpart which is sent as a PDF document via electronic mail shall be effective as an original.

13. Headings. The headings in this Escrow Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

14. Easement Agreements. The parties acknowledge that this Escrow Agreement is intended to satisfy Company's obligations under Section 12.4 of each Easement Agreement.

15. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Funds.

16. Trial by Jury. Each of the parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Escrow Agreement.

17. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law.

18. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Effective Date.

Counties:

STARK COUNTY, ILLINOIS

By: Renee L. Johnson

Name: Renee L. Johnson

Title: Zoning Officer

MARSHALL COUNTY, ILLINOIS

By: Gary Kraescher

Name: Gary Kraescher

Title: Co. Bd Chairman

12/10/2020

Company:

CAMP GROVE WIND FARM LLC

By: Reid Buckley

Name: Reid Buckley

Title: Vice President

Escrow Agent:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Exhibit A

Wind Energy Easement Agreements

*[See attached.]*



CGWF CONTRACT #	COUNTY PARCEL NUMBER	TURBINE #	SHARE	COUNTY	NAME	STREET 1	STREET 2	CITY	STATE	ZIP CODE
WF01	05-15-400-007	7	25%	STARK	KLUMPP, DAVID	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-009	10	25%	STARK	KLUMPP, DAVID	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-007	7	25%	STARK	KLUMPP, BYRAN	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-009	10	25%	STARK	KLUMPP, BYRAN	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-007	7	25%	STARK	KLUMPP, KEVIN	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-009	10	25%	STARK	KLUMPP, KEVIN	15804 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-007	7	25%	STARK	KLUMPP, ANDREW	15251 CASTLETON RD		WYOMING	IL	61491-9094
WF01	05-15-400-009	10	25%	STARK	KLUMPP, ANDREW	15251 CASTLETON RD		WYOMING	IL	61491-9094
WF02	05-11-300-004	13	100%	STARK	KLUMPP, RAYMOND	434 ENTERPRISE DR		BRADFORD	IL	61421-8869
WF02	05-11-300-005	14	100%	STARK	KLUMPP, RAYMOND	434 ENTERPRISE DR		BRADFORD	IL	61421-8869
WF03	05-22-200-005	6	100%	STARK	ALVA SILVER TESTAMENTARY TRUST	c/o Heartland Bank Ag Services	P.O. Box 67	Bloomington	IL	61702-0067
WF03	05-25-100-009	31	100%	STARK	ALVA SILVER TESTAMENTARY TRUST	c/o Heartland Bank Ag Services	P.O. Box 67	Bloomington	IL	61702-0067
WF04	08-04-100-005	79	100%	MARSHALL	K & K LIMITED PARTNERSHIP	200 CAMP GROVE RD		WYOMING	IL	61491-9304
WF05	01-29-400-005	72	100%	MARSHALL	KIESER, ROBERT D	14543 TOWNSHIP RD 300 N		WYOMING	IL	61491-8978
WF07	01-28-300-005	80	100%	MARSHALL	KIESER, BRADLEY A	200 CAMP GROVE RD		WYOMING	IL	61491-9304
WF08	08-05-300-003	62	33%	MARSHALL	ENDRESS, JERRY	915 COUNTY ROAD 150 E		WYOMING	IL	61491-9615
WF08	08-05-300-003	62	33%	MARSHALL	SHAHER, DEBRA	900 COUNTY ROAD 150 E		WYOMING	IL	61491-9615
WF08	08-05-300-003	62	33%	MARSHALL	MYERS, DORIS	25629 N 1475 EAST ROAD		HUDSON	IL	61748-9375
WF10	01-32-400-005	74	100%	MARSHALL	ENDRESS, JERRY AND CAROLYN	915 COUNTY ROAD 150 E		WYOMING	IL	61491-9615
WF11	08-17-100-003	54	100%	MARSHALL	EBERLE, RONALD J	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF11	08-17-300-003	60	100%	MARSHALL	EBERLE, RONALD J	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF11	08-17-100-004	66	100%	MARSHALL	EBERLE, RONALD J	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF14	08-10-100-004	100	100%	MARSHALL	KOEHLER, ANTHONY R AND BETH D	3023 W PILGRIMS WAY		PEORIA	IL	61615-9411
WF17	01-33-300-011	81	100%	MARSHALL	STREITMATTER, RUSSELL LEE	963 LA PRARIE RD		SPARLAND	IL	61565-9336
WF18	05-24-400-008	35	100%	STARK	EDNA R RUTH TESTAMENTARY TRUST	c/o FIRST TRUST AND SAVINGS BANK	PO BOX 160	WATSEKA	IL	60970-0160
WF18	01-19-300-005	46	100%	MARSHALL	EDNA R RUTH TESTAMENTARY TRUST	c/o FIRST TRUST AND SAVINGS BANK	PO BOX 160	WATSEKA	IL	60970-0160
WF19A	08-15-100-004	99	100%	MARSHALL	EBERLE FARMS INC	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF19A	08-15-200-004	104	100%	MARSHALL	EBERLE FARMS INC	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF19A	08-15-200-005	106	100%	MARSHALL	EBERLE FARMS INC	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF19B	08-09-100-002	76	100%	MARSHALL	EBERLE FARMS INC	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF19B	08-09-100-003	82	100%	MARSHALL	EBERLE FARMS INC	125 STATE ROUTE 17		SPARLAND	IL	61565-9338
WF20	01-31-200-014	52	100%	MARSHALL	L. G. MORR ENTERPRISES AN ILLINIOS CORP	408 N HARRIS ST		TREMONT	IL	61568-8594
WF20	01-29-200-002	75	100%	MARSHALL	L. G. MORR ENTERPRISES AN ILLINIOS CORP	408 N HARRIS ST		TREMONT	IL	61568-8594
WF20	08-16-100-006	77	100%	MARSHALL	L. G. MORR ENTERPRISES AN ILLINIOS CORP	408 N HARRIS ST		TREMONT	IL	61568-8594
WF21A	05-11-300-007	22	100%	STARK	KOOL, STEVEN D	KOOL FARMS LLC	903 BROOKLINE DR	EUREKA	IL	61530-1601
WF21B	05-14-200-007	26	100%	STARK	JOHN E DONLAN TRUST	103 E COVENTRY LN		PEORIA	IL	61614-2103
WF22	01-29-100-004	61	100%	MARSHALL	EBERLE, MARVIN EBERLE AND SHARON L	110 W SANTA FE RD		CHILLICOTHE	IL	61523-9316
WF23	08-10-200-005	105	100%	MARSHALL	JSL ASSOCIATES INC	745 COUNTY ROAD 550 N		SPARLAND	IL	61565-9609
WF24	05-11-200-009	23	50%	STARK	KNOBLOCH, ALAN R	9501 W OERTLEY RD		PRINCEVILLE	IL	61559-9647
WF24	05-11-200-009	23	50%	STARK	EHNLE, STEVEN	16965 TOWNSHIP ROAD 1300 N		BRADFORD	IL	61421-7618
WF26	08-02-300-003	108	100%	MARSHALL	MICHELETTI, TERRY	2150 E 1950 NORTH RD		DANVERS	IL	61732-9225
WF26	08-02-300-004	110	100%	MARSHALL	MICHELETTI, TERRY	2150 E 1950 NORTH RD		DANVERS	IL	61732-9225
WF26	08-02-300-005	111	100%	MARSHALL	MICHELETTI, TERRY	2150 E 1950 NORTH RD		DANVERS	IL	61732-9225
WF27	08-08-100-007	69	50%	MARSHALL	SHAHER, DENNIS	1116 LA PRARIE RD		WYOMING	IL	61491-9306
WF27	08-08-100-007	69	50%	MARSHALL	SHAHER, DERIC	1116 LA PRARIE RD		WYOMING	IL	61491-9306
WF28	05-23-100-006	17	50%	STARK	KRAFT, ERIC	21916 STATE ROUTE 91		PRINCEVILLE	IL	61559-9681
WF28	05-23-100-007	18	50%	STARK	KRAFT, ERIC	21916 STATE ROUTE 91		PRINCEVILLE	IL	61559-9681
WF28	05-14-300-004	21	50%	STARK	KRAFT, ERIC	21916 STATE ROUTE 91		PRINCEVILLE	IL	61559-9681
WF28	05-23-100-006	17	50%	STARK	SHAHER, FRANK	RR 1 BOX 125		WYOMING	IL	61491-9756
WF28	05-23-100-007	18	50%	STARK	SHAHER, FRANK	RR 1 BOX 125		WYOMING	IL	61491-9756
WF28	05-14-300-004	21	50%	STARK	SHAHER, FRANK	RR 1 BOX 125		WYOMING	IL	61491-9756
WF29	08-03-100-003	93	100%	MARSHALL	STREITMATTER FARMS INC	5376 TWP RD 1700E		WYOMING	IL	61491-8942
WF29	01-34-300-003	94	100%	MARSHALL	STREITMATTER FARMS INC	5376 TWP RD 1700E		WYOMING	IL	61491-8942
WF29	08-03-100-004	97	100%	MARSHALL	STREITMATTER FARMS INC	5376 TWP RD 1700E		WYOMING	IL	61491-8942
WF29	08-03-100-005	102	100%	MARSHALL	STREITMATTER FARMS INC	5376 TWP RD 1700E		WYOMING	IL	61491-8942
WF31	01-28-400-002	84	50%	MARSHALL	CORNELL, SUE	218 E COLLEGE ST		KEWANEE	IL	61443-3706
WF31	01-28-400-003	91	50%	MARSHALL	CORNELL, SUE	218 E COLLEGE ST		KEWANEE	IL	61443-3706
WF31	01-28-400-002	84	50%	MARSHALL	CORNELL, PAUL R	218 E COLLEGE ST		KEWANEE	IL	61443-3706
WF31	01-28-400-003	91	50%	MARSHALL	CORNELL, PAUL R	218 E COLLEGE ST		KEWANEE	IL	61443-3706
WF33	01-32-300-005	63	100%	MARSHALL	MATSON PARTNERSHIP LIMITED	7309 TOWNSHIP ROAD 1000 N		TOULON	IL	61483-9045
WF35	05-22-400-005	5	100%	STARK	IRWIN, RANDY L	15895 TOWNSHIP ROAD 800 N		WYOMING	IL	61491-9107
WF38	08-03-300-006	98	100%	MARSHALL	GIFIN, DAVID E AND RUTH ANN	336 COUNTY ROAD 850 N		SPARLAND	IL	61565-9673
WF39	05-25-200-007	37	100%	STARK	GREEN, ROBERTA A	PO BOX 175		CAMP GROVE	IL	61424-0175
WF39	05-25-200-010	38	100%	STARK	GREEN, ROBERTA A	PO BOX 175		CAMP GROVE	IL	61424-0175
WF39	05-25-200-008	41	100%	STARK	GREEN, ROBERTA A	PO BOX 175		CAMP GROVE	IL	61424-0175
WF40	05-26-300-006	15	100%	STARK	RUMBOLD, ROMA K	10504 N PHEASANT LN		PEORIA	IL	61615-8841
WF43	05-25-100-007	30	50%	STARK	ALFRED STREITMATTER TRUST	231 N OSTRUM AVE UNIT 5		PRINCEVILLE	IL	61559-9671
WF43	05-25-100-007	30	50%	STARK	VIRGINIA STREITMATTER TRUST	231 N OSTRUM AVE UNIT 5		PRINCEVILLE	IL	61559-9671
WF45	01-29-300-002	64	100%	MARSHALL	GIFIN, HELEN F	21127 N STATE ROUTE 40		EDELSTEIN	IL	61526-9521
WF46	01-34-400-003	103	100%	MARSHALL	LIVINGSTON, WAYNE AND CONNIE G	520 EASTPORT DR		LONGWOOD	FL	32750-2953
WF49	01-27-300-002	95	100%	MARSHALL	IRELAN, DAVID E AND CATHERINE J	471 CAMP GROVE RD		SPARLAND	IL	61565-9494
WF49	01-27-300-003	101	100%	MARSHALL	IRELAN, DAVID E AND CATHERINE J	471 CAMP GROVE RD		SPARLAND	IL	61565-9494
WF50	08-03-300-005	92	100%	MARSHALL	GIFIN, HELEN F	21127 N STATE ROUTE 40		EDELSTEIN	IL	61526-9521
WF51	05-26-400-011	19	100%	STARK	JOHANNA MUELLER TRUST	16649 STATE ROAD 17		WYOMING	IL	61491
WF53	05-03-300-007	1	100%	STARK	KNOBLOCH, GERALD	217 N REBECCA ST		PRINCEVILLE	IL	61559-9113
WF54	08-08-100-006	57	100%	MARSHALL	MARILYN YVONNE BOGNER SOLE TRUSTEE	675 STATE ROUTE 40		SPEER	IL	61479-9514
WF55	01-32-200-004	70	100%	MARSHALL	MCGINN, MARY L	c/o KATHLEEN M KING	131 OJIBWA CT	HOPEWELL	IL	61565-9415
WF58	01-32-100-005	58	100%	MARSHALL	MORRISSEY, JANE ANNE	107 CAMP GROVE RD		WYOMING	IL	61491-9303
WF59	05-01-400-003	40	100%	STARK	PLOTNER, KIM D & KEVIN W	324 ENTERPRISE DR		BRADFORD	IL	61421-8838
WF59	05-01-400-004	43	100%	STARK	PLOTNER, KIM D & KEVIN W	324 ENTERPRISE DR		BRADFORD	IL	61421-8838
WF60	05-15-200-005	8	100%	STARK	REWERTS, MYRON AND VICKI	15129 STATE ROUTE 17		WYOMING	IL	61491-8901
WF60	05-03-400-005	11	100%	STARK	REWERTS, MYRON AND VICKI	15129 STATE ROUTE 17		WYOMING	IL	61491-8901
WF61	08-15-100-003	96	100%	MARSHALL	WEBBER, JOHN	439 STATE ROUTE 17		SPARLAND	IL	61565-9344
WF63	08-06-200-003	50	100%	MARSHALL	HICKEY, GERALD and DONNA	969 STATE ROUTE 40		WYOMING	IL	61491-9614
WF65	08-16-400-002	86	100%	MARSHALL	KOEHLER ENTERPRISES LP	446 COUNTY ROAD 150 E		EDELSTEIN	IL	61526-8905
WF65	08-16-400-003	87	100%	MARSHALL	KOEHLER ENTERPRISES LP	446 COUNTY ROAD 150 E		EDELSTEIN	IL	61526-8905
WF66	05-02-300-004	16	25%	STARK	DOLORES J. PLOTNER SURVIVORS TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-300-005	20	25%	STARK	DOLORES J. PLOTNER SURVIVORS TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-400-008	24	25%	STARK	DOLORES J. PLOTNER SURVIVORS TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-300-004	16	25%	STARK	DONALD PLOTNER FAMILY TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-300-005	20	25%	STARK	DONALD PLOTNER FAMILY TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-400-008	24	25%	STARK	DONALD PLOTNER FAMILY TRUST	16392 TOWNSHIP RD 1150 N		BRADFORD	IL	61421-7606
WF66	05-02-300-004	16	50%	STARK	PLOTNER, JOHN	10209 OBSIDIAN DR		DENTON	TX	76207-8720
WF66	05-02-300-005	20	50%	STARK	PLOTNER, JOHN	10209 OBSIDIAN DR		DENTON	TX	76207-8720
WF66	05-02-400-008	24	50%	STARK	PLOTNER, JOHN	10209 OBSIDIAN DR		DENTON	TX	76207-8720
WF67A	05-22-300-005	2	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E		WYOMING	IL	61491-8954
WF67A	05-22-300-006	3	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E		WYOMING	IL	61491-8954
WF67A	05-23-400-006	25	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E		WYOMING	IL	61491-8954

WF67A	05-23-400-007	28	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E	WYOMING	IL	61491-8954
WF67A	05-12-100-014	32	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E	WYOMING	IL	61491-8954
WF67A	05-25-300-008	33	100%	STARK	GILL, EUGENE AND JOANNE MARY	3659 TOWNSHIP ROAD 1700 E	WYOMING	IL	61491-8954
WF68	05-12-200-006	42	100%	STARK	HOWES FAMILY TRUST	10948 STATE ROUTE 40	BRADFORD	IL	61421-9720
WF70	08-08-400-004	73	100%	MARSHALL	HUNT, STEPHEN	98 SAN JACINTO BLVD FSR 603	AUSTIN	TX	78701-4082
WF71	05-27-200-006	4	50%	STARK	BOGNER, DANIEL	1609 GREYSTONE CT	CHILLICOTHE	IL	61523-1392
WF71	05-27-200-006	4	50%	STARK	BOGNER, RICHARD	675 STATE ROUTE 40	SPEER	IL	61479-9514
WF72	01-33-200-009	89	100%	MARSHALL	RAPP, MARK AND MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF73	05-15-200-006	9	50%	STARK	SHAFFER FARMS FAMILY LLLP & KRAFT FAMILY	4175 TOWNSHIP ROAD 1050 E	WYOMING	IL	61491-8931
WF73	05-03-400-006	12	50%	STARK	SHAFFER FARMS FAMILY LLLP & KRAFT FAMILY	4175 TOWNSHIP ROAD 1050 E	WYOMING	IL	61491-8931
WF73	05-15-200-006	9	50%	STARK	KRAFT FAMILY TRUST NO 1	11939 TOWNSHIP ROAD 00 N	PRINCEVILLE	IL	61559-9749
WF73	05-03-400-006	12	50%	STARK	KRAFT FAMILY TRUST NO 1	11939 TOWNSHIP ROAD 00 N	PRINCEVILLE	IL	61559-9749
WF74A	08-18-200-009	49	100%	MARSHALL	EARL AND AGNES COX TESTAMENTARY TRUST	16118 TOWNSHIP ROAD 600 N	WYOMING	IL	61491-9082
WF74B	05-26-200-006	27	100%	STARK	EARL AND AGNES COX TESTAMENTARY TRUST	16118 TOWNSHIP ROAD 600 N	WYOMING	IL	61491-9082
WF74B	05-26-200-007	29	100%	STARK	EARL AND AGNES COX TESTAMENTARY TRUST	16118 TOWNSHIP ROAD 600 N	WYOMING	IL	61491-9082
WF75	01-19-200-004	55	100%	MARSHALL	GREENLAND TRUST 100	4311 WOODLAND AVE	WESTERN SPRING	IL	60558-1428
WF75	01-19-400-002	56	100%	MARSHALL	GREENLAND TRUST 100	4311 WOODLAND AVE	WESTERN SPRING	IL	60558-1428
WF76	01-19-200-003	48	13%	MARSHALL	MARIE L GREEN ESTATE EXECUTOR	15 COUNTY ROAD 1150 N	WYOMING	IL	61491-9317
WF78	01-31-400-004	51	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF78	08-09-300-003	78	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF78	08-09-300-004	83	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF78	01-31-400-004	51	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF78	08-09-300-003	78	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF78	08-09-300-004	83	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF78	01-35-300-008	112	33%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF78	01-31-400-004	51	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF78	08-09-300-003	78	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF78	08-09-300-004	83	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF78	01-31-400-004	51	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF78	08-09-300-003	78	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF78	08-09-300-004	83	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF78	01-31-400-004	51	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF78	08-09-300-003	78	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF78	08-09-300-004	83	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF78	01-35-300-008	112	33%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF78	01-31-400-004	51	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF78	08-09-300-003	78	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF78	08-09-300-004	83	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF78	01-31-400-004	51	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF78	08-09-300-003	78	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF78	08-09-300-004	83	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF78	01-31-400-004	51	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF78	08-09-300-003	78	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF78	08-09-300-004	83	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF78	01-35-300-008	112	33%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF79	01-33-200-008	88	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF79	01-33-200-008	88	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF79	01-33-200-008	88	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF79	01-33-200-008	88	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF79	01-33-200-008	88	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF79	01-33-200-008	88	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF79	01-33-200-008	88	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF79	01-33-200-008	88	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF80	08-09-400-006	85	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF80	08-09-400-006	85	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF80	08-09-400-006	85	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF80	08-09-400-006	85	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF80	08-09-400-006	85	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF80	08-09-400-006	85	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF80	08-09-400-006	85	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF80	08-09-400-006	85	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF80	08-09-400-007	90	13%	MARSHALL	ELSASSER, CHERYL	507 W JEFFERSON ST	WASHINGTON	IL	61571-1446
WF80	08-09-400-007	90	13%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF80	08-09-400-007	90	13%	MARSHALL	LOPEZ, JEANNE	880 N CRANBROOK RD	BLOOMFIELD H M	IL	48301-2617
WF80	08-09-400-007	90	13%	MARSHALL	TEUBEL, JILL	25455 SCHUCK RD	WASHINGTON	IL	61571-9534
WF80	08-09-400-007	90	13%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF80	08-09-400-007	90	13%	MARSHALL	TEUBEL, LYNNE	12128 N ALLEN RD	DUNLAP	IL	61525-9633
WF80	08-09-400-007	90	13%	MARSHALL	RAPP, MARCIA	82 LOCUST RIDGE CT	MORTON	IL	61550-1118
WF80	08-09-400-007	90	13%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF81	01-35-300-006	107	33%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF81	01-35-300-006	107	33%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF81	01-35-300-006	107	33%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
WF81	01-35-300-007	109	33%	MARSHALL	ELSASSER, JAY	10928 W KNOXVILLE AVE	PEORIA	IL	61615-1105
WF81	01-35-300-007	109	33%	MARSHALL	ELSASSER, KENNETH D	260 STATE ROUTE 17	SPARLAND	IL	61565-9339
WF81	01-35-300-007	109	33%	MARSHALL	ELSASSER, ROSS	RR 1 BOX 83	PRINCEVILLE	IL	61559-9611
T01	05-28-200-001	Transmission	STARK	BOGNER, RICHARD and MARILYN	675 STATE ROUTE 40	SPEER	IL	61479-9514	
T02	04-14-400-004; 04-13-300-004;	Transmission	STARK	DIENST, WILBUR	326 EMMONS AVE	KEWANEE	IL	61443-3512	
T03A	04-24-100-002; 04-24-200-001;	Transmission	STARK	TRACY, NANCY	8805 SNAREVILLE RD	WYOMING	IL	61491-8402	
T04	05-29-200-001	Transmission	STARK	MEAKER, RUCKER	RR 2 BOX 3	WYOMING	IL	61491-9579	
T05	05-21-400-001; 05-21-200-002	Transmission	STARK	CALVERT, MARYLIN	216 DODSON ST	GENEVA	IL	90134-2306	
T06	05-20-400-003; 05-20-400-002	Transmission	STARK	AU, MAQBOOL	514 W RED OAK CT	PEORIA	IL	61615-1376	
T07	05-27-100-002	Transmission	STARK	COLGAN, JOSEPH	208 N GALENA AVE	WYOMING	IL	61491-1418	
T08	05-20-300-001	Transmission	STARK	TRACY, PAIGE	8805 S CASTLETON RD	WYOMING	IL	61491-9100	
T09	05-19-300-001; 05-19-400-002	Transmission	STARK	KAREN L KOEPPPEL	4008 STATE RT 91	WYOMING	IL	61491-9155	
T09	05-19-300-001; 05-19-400-002	Transmission	STARK	TERRY D FRITZ	7932 TOWNSHIP ROAD 1600 E	WYOMING	IL	61491-9111	
T09	05-19-300-001; 05-19-400-002	Transmission	STARK	PAMELA J. INGLE	8348 SNAREVILLE RD	WYOMING	IL	61491-8403	
T11	04-14-100-004; 04-14-200-002;	Transmission	STARK	MCCAULEY, DONALD	407 N 7TH ST	WYOMING	IL	61491-1103	
T11	04-14-100-004; 04-14-200-002;	Transmission	STARK	MCCAULEY, Grant	8624 TOWNSHIP ROAD 1055	WYOMING	IL	61491-7500	
T12	05-19-400-001	Transmission	STARK	KLUMP, LINDA	2704 PINEY RUN	BLOOMINGTON	IL	61705-6457	
T12	05-19-400-001	Transmission	STARK	WEST, TRACY	213 E SOUTH ST	WYOMING	IL	61491-1452	
T12	05-19-400-001	Transmission	STARK	NYSTROM, PHILLIS	1454 JAMES AVE	ST PAUL	MN	55105-2552	
T12	05-19-400-001	Transmission	STARK	STEWART, JONI	2111 E JACKSON ST	BLOOMINGTON	IL	61701-5742	
T13	05-21-300-003	Transmission	STARK	B&D FARMS	320 E CREEK CT	PRINCEVILLE	IL	61559-9719	
UND1	08-08-300-004	Underground	MARSHALL	EBERLE, KURT	144 STATE ROUTE 17	SPARLAND	IL	61565-9337	
UND2	05-14-400-002	Underground	MARSHALL	EARL COX TESTAMENTARY TRUST	16118 TOWNSHIP ROAD 600 N	WYOMING	IL	61491-9082	
UND3	05-12-100-007	Underground	MARSHALL	HOWES, J THOMAS	10948 STATE ROUTE 40	BRADFORD	IL	61421-7510	
UND4	08-08-400-002	Underground	MARSHALL	HUNT, STEPHEN	98 SAN JACINTO BLVD FSR 603	AUSTIN	TX	78701-4082	

UNDS	01-34-100-004	Underground	MARSHALL TYNWALD HILL FARM PARTNERSHIP	724 HARMONY LN	LACON	IL	61540-1718
UND6	08-10-300-001	Underground	MARSHALL DUKE ASH FARMS	640 E RIMROCK PL	TUCSON	AZ	85704

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Exhibit B

Permitted Investments

**Agency and Custody Account Direction  
For Cash Balances  
Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "*Account*") established under the Escrow Agreement to which this Exhibit B is attached.

Escrow Agent is hereby directed to deposit, as indicated below, or as Company shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account ("*MMDA*")

Company understands that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation ("*FDIC*"), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

Company acknowledges that it has full power to direct investments of the Account.

Company understands that it may change this direction at any time and that it shall continue in effect until revoked or modified by Company by written notice to Escrow Agent.



EXHIBIT C

**FEEES OF ESCROW AGENT**

*[See attached.]*

EXHIBIT D-1

["\_\_\_\_\_"] certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit D-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of ["\_\_\_\_\_"], and that the option checked in Part III of this Exhibit D-1 is the security procedure selected by ["\_\_\_\_\_"] for use in verifying that a funds transfer instruction received by the Escrow Agent is that of ["\_\_\_\_\_"].

["\_\_\_\_\_"] has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit D-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit D-1, ["\_\_\_\_\_"] acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by ["\_\_\_\_\_"].

**NOTICE:** The security procedure selected by ["\_\_\_\_\_"] will not be used to detect errors in the funds transfer instructions given by ["\_\_\_\_\_"]. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that ["\_\_\_\_\_"] take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

**Part I**

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of ["\_\_\_\_\_"]**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Part II**

**Name, Title, Telephone Number and E-mail Address for  
person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### Part III

#### Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☐ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-1.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit D-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-1. [“\_\_\_\_\_”] understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. [“\_\_\_\_\_”] further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

- ☐ \*Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If [“\_\_\_\_\_”] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If [“\_\_\_\_\_”] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

- ☐ \*Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

*\*The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**By** \_\_\_\_\_

**Name:**

**Title:**

## EXHIBIT D-2

["\_\_\_\_\_"] certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit D-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of ["\_\_\_\_\_"], and that the option checked in Part III of this Exhibit D-2 is the security procedure selected by ["\_\_\_\_\_"] for use in verifying that a funds transfer instruction received by the Escrow Agent is that of ["\_\_\_\_\_"].

["\_\_\_\_\_"] has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit D-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit D-2, ["\_\_\_\_\_"] acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by ["\_\_\_\_\_"].

**NOTICE:** The security procedure selected by ["\_\_\_\_\_"] will not be used to detect errors in the funds transfer instructions given by ["\_\_\_\_\_"]. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that ["\_\_\_\_\_"] take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

### **Part I**

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of ["\_\_\_\_\_"]**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
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### **Part II**

**Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### Part III

#### Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☐ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-2.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.
- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit D-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-2. ["\_\_\_\_\_"] understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. ["\_\_\_\_\_"] further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.
- ☐ \*Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["\_\_\_\_\_"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["\_\_\_\_\_"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.
- ☐ \*Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

*\*The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**By** \_\_\_\_\_

**Name:**

**Title:**

### EXHIBIT D-3

["\_\_\_\_\_"] certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit D-3 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of ["\_\_\_\_\_"], and that the option checked in Part III of this Exhibit D-3 is the security procedure selected by ["\_\_\_\_\_"] for use in verifying that a funds transfer instruction received by the Escrow Agent is that of ["\_\_\_\_\_"].

["\_\_\_\_\_"] has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit D-3 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit D-3, ["\_\_\_\_\_"] acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by ["\_\_\_\_\_"].

**NOTICE:** The security procedure selected by ["\_\_\_\_\_"] will not be used to detect errors in the funds transfer instructions given by ["\_\_\_\_\_"]. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that ["\_\_\_\_\_"] take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

#### **Part I**

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of ["\_\_\_\_\_"]**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

#### **Part II**

**Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
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### Part III

#### Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☐ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-3.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.
- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit D-3. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-3. [“\_\_\_\_\_”] understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. [“\_\_\_\_\_”] further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.
- ☐ \*Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If [“\_\_\_\_\_”] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If [“\_\_\_\_\_”] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.
- ☐ \*Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

*\*The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By** \_\_\_\_\_

**Name:**

**Title:**

**ATTACHMENT A**  
**Camp Grove Wind Farm**  
**Marshall County, Illinois**  
**Estimate of Decommissioning Costs**

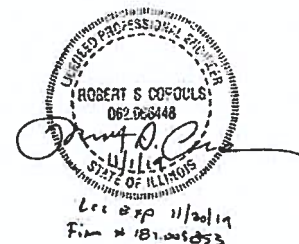
Item	Description	Quantity	Unit	Unit Cost	Extension
Wind Turbine, Blades & Tower	Wind turbines, blades and tower will be removed in a manner to allow for refurbishment and resale, or recycling, of each component. Removal will require construction of temporary crane pads plus some access road improvement to accommodate cranes and trucks.	60	ea	\$50,620	\$3,037,200
Wind Turbine Foundation	Foundation will be removed to the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. Foundation pit will be backfilled with native soil, covered with four inches of topsoil, and seeded.	60	ea	\$14,450	\$866,700
Wind Turbine Transformer	Transformer will be removed from the site and recycled. Transformer pad concrete will be crushed, separated from reinforcing steel, and disposed of. All cables and conduits will be removed to the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. Area will be backfilled with native soil, covered with four inches of topsoil, and seeded.	60	ea	\$7,810	\$468,300
Met Tower	Met tower structure will be removed, refurbished, and resold, or recycled. Met tower foundation will be removed to the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. Area will be backfilled with native soil, covered with four inches of topsoil, and seeded.	2	ea	\$7,900	\$15,800
Underground Cables	Underground cables will be removed to the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. All above ground structures associated with the underground cable system such as cabinets and signs will be removed and scrapped. Underground cables at the cabinet will be cut off at the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. All disturbed areas will be backfilled with native soil, covered with four inches of topsoil, and seeded.	1	lot	\$80,200	\$80,200
Turbine Access Roads	Roads will be removed (except in cases where landowner requests the roads be left in place) with the road areas being restored in a manner consistent with current uses. Disturbed areas will be leveled, decompacted, and seeded.	86,000	ft	\$13.50	\$1,160,900
Wind Plant Substation	The electrical substation will be removed in its entirety. Foundations will be removed to the greater of (i) three feet below the soil surface or (ii) the depth required in agreements with project landowners. Equipment will be removed and resold, or recycled. Fencing will be removed and recycled. Substation steel structures will be removed and recycled. Substation control building will be removed, refurbished and resold, or recycled. The entire area will be graded to original contours, backfilled with native soil, covered with four inches of topsoil, and seeded.	0	lot	\$0	\$0
<b>Decommissioning Total for Marshall County Facilities</b>					<b>\$5,629,100</b>

**Notes**

Any temporary facilities required for decommissioning, such as temporary crane pads and any access road improvements necessary to accommodate cranes and/or trucks, will be leveled, decompacted and seeded prior to the completion of decommissioning.

All areas compacted during operation of the wind farm or compacted during decommissioning will be decompacted.

The above information is based upon turbines of 1.5 MW, with tower height up to approximately 265 feet and blades length up to approximately 121 feet.





**ATTACHMENT B**  
**Camp Grove Wind Farm**  
**Marshall County, Illinois**  
**Estimate of Salvage Values**

Item	Quantity	Unit	Unit Price	Extension
Wind Turbine Generators (Resale)	20	ea	\$ 75,000.00	\$ 1,500,000.00
Wind Turbine Towers (Scrap)	5,627	tons	\$ 220.00	\$ 1,238,000.00
Wind Turbine Transformers	60	ea	\$ 1,600.00	\$ 96,000.00
Wind Turbine Nacelles (Scrap)	1,070	tons	\$ 220.00	\$ 235,500.00
Wind Turbine generator (Scrap)	40	ea	\$ 3,960.00	\$ 158,400.00
Substation Transformer	0	ea		\$ -
Underground Collection System (Scrap)	2540	pounds	\$ 0.43	\$ 1,080.00
Substation Steel	0	tons		\$ -
Meteorological Towers + Equipment	2	ea	\$ 5,000.00	\$ 10,000.00
Transmission Line Poles	0	ea	\$ 1,500.00	\$ -
Transmission Line Conductor (Suspended)	0	pounds	\$ 0.64	\$ -
<b>TOTAL</b>				<b>\$ 3,238,980.00</b>

**Notes**

The estimate assumes that there is resale value for wind turbine towers, wind turbine transformers, wind turbine nacelles, substation transformer, substation breakers, and meteorological towers. For items that resale price quotes were unavailable scrap metal and used transformer oil pricing was used.

Resale values for Wind Turbine Towers and Nacelles (which include generators and related equipment) are based on an analysis of the market for GE 1.5 wind turbines in the US using data from [www.windturbines-marketplace.com](http://www.windturbines-marketplace.com). Based on bid and asked prices the estimate assumes that 20 turbies can be sold for \$75,000 each. The remaining turbines are valued at scrap metal prices.

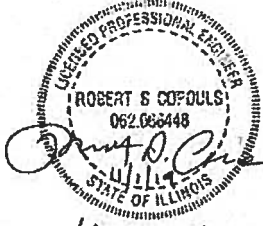
Wind Turbine Transformers and Substation Transformer are valued at scrap metal prices, discounted to reflect local conditions, with on-site processing costs and transpotation costs included in the decommissioning estimate. Spot market price for copper transformer scrap is \$0.38 per pound

Structural steel is based upon current scrap metal prices of \$295.00/ton, discounted by 25% to reflect local conditions. Cost of processing to size requirements and transportation costs are accounted for in the decommissioning costs.

Meteorological Towers are valued at \$5,000 per tower. (Scrap value is approximately \$1500 after expenses)

No salvage value is assumed for gravel removed roads. Tipping fees are included for concrete foundations.

Salvage values for the portion of the collector system cables that are remove is based on the spot price of insulated copper wire (50% recovery) of \$0.98 per pound, discounted by 25%.

  
 L. S. C. 11/20/19  
 Firm # 18200853



## EXHIBIT D-2

Marshall County "County" certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit D-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of County, and that the option checked in Part III of this Exhibit D-2 is the security procedure selected by County for use in verifying that a funds transfer instruction received by the Escrow Agent is that of County.


County has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit D-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit D-2, County acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by County.

NOTICE: The security procedure selected by County will not be used to detect errors in the funds transfer instructions given by County. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that County take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.



**Part I**

**Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of County**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
Patrick G. Sloan	County Engineer	309-246-2752	psloan@marshallcountyillinois.com	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Part II**

**Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions**

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
Jill M. Kenyon	County Clerk	309-246-6325	ccclerk@marshallcountyillinois.com
Cynthia A. Nighsonger	County Treasurer	309-246-6085	mc_treas@mchsi.com
_____	_____	_____	_____





### Part III

#### Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- ☒ Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-2.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.
- ☐ Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit D-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit D-2. County understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. County further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.
- ☐ CHECK box, if applicable:  
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.
- ☐ \*Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["\_\_\_\_\_"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["\_\_\_\_\_"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.
- ☐ \*Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

*\*The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this 11 day of Dec., 2020.



By Patrick C. Sloan  
Name: Patrick C. Sloan  
Title: Marshall County Engineer

