

**MORGAN TOWNSHIP ROAD DISTRICT –
COLES WIND, LLC
ROAD USE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of October 14, 2025, by and between the Morgan Township Road District (referred to herein as the “**Road Authority**”) and Coles Wind, LLC, a Delaware limited liability company (“**CW**”). The Road Authority and CW may each be referred to herein as a “**Party**” and together, as the “**Parties.**”

CONTENTS

Background	2
Section 1: Road Authority Approvals.....	4
Section 2: CW Undertakings	4
(A) Project Undertakings in General	4
(B) Core Sampling and Surveying of Roads	5
(C) Early Limited Access to Local Roads.....	6
(D) Matters to be Completed Before Project Construction Begins.....	7
(E) Ongoing Obligations.....	14
Section 3: Post-Construction Road Work	24
Section 4: Road Authority Undertakings.....	27
Section 5. Insurance	28
Section 6: Financial Security	28
Section 7: Operations Phase of the Project.....	31
Section 8: Miscellaneous	33

EXHIBITS

EXHIBIT A	PROJECT LAYOUT MAP.....	39
EXHIBIT B	FORM OF RIGHT OF WAY EASEMENT AGREEMENT	41
EXHIBIT C	PLAN OF DAY FORM.....	49
EXHIBIT D	NOTICE OF PRECONSTRUCTION COMPLETION.....	51
EXHIBIT E	NOTICE TO PROCEED FORM	52
EXHIBIT F	UTILITY PERMIT FORM.....	53
EXHIBIT G	ACCESS ENTRANCE PERMIT APPLICATION	57
EXHIBIT H	FORM OF SWORN STATEMENT.....	60
EXHIBIT I	OVERWEIGHT-OVERSIZE VEHICLE PERMIT FORM	61
EXHIBIT J	NOTICE OF VIOLATION FORM	64
EXHIBIT K	AUTHORIZATION FOR RELEASE OF DELIVERY TICKETS.....	65
EXHIBIT L	NOTICE OF ACCEPTANCE.....	66
EXHIBIT M	ESCROW AGREEMENT FORM.....	67
EXHIBIT N	LETTER OF CREDIT FORM.....	78
EXHIBIT O	MEMORANDUM OF AGREEMENT FORM	83

BACKGROUND

(1) CW is a validly existing Delaware limited liability company authorized to do business within the State of Illinois. As of the date of this Agreement, Apex Clean Energy Holdings, LLC, a Delaware limited liability company is the owner of CW.

(2) CW is in the process of developing a wind energy generating facility known as the “Coles Wind Farm” (the “**Project**”) in Coles County, Illinois (the “**County**”). CW submitted a Special Use Permit Application to the Coles County Board and the County Board passed an ordinance grant the Special Use Permit for the Project on July 1, 2025.

(3) CW proposes to construct up to 51.6 MW wind energy conversion systems (“**Turbines**”) in the County.

(4) CW desires to use roads under the jurisdiction of the Road Authority for construction of and routine maintenance for the Project, including, but not limited to, transporting components for Turbines which will be erected in the County.

(5) By this Agreement, the Parties desire to address issues related to certain roads and roadway appurtenances (including, but not limited to bridges and box culverts) operated and maintained by the Road Authority which CW desires to use for construction of the Project (the “**Local Roads**”), as shown on the Project Traffic Map attached as Exhibit A. CW and its respective agents, contractors, subcontractors, material suppliers, vendors, employees, and designees (collectively “**CW’s Parties**”) desire use of the Local Roads to, among other things, (a) transport heavy equipment and materials in vehicles which are likely to be in excess of the design limits of the Local Roads, in particular the weight, number, and size of the construction vehicles will exceed the design limits of the Local Roads; (b) transport certain locally sourced materials, such as concrete and aggregate; (c) make certain modifications and improvements which may include culverts, road shoulders, and other related fixtures that may be temporary or permanent in nature in order to construct the Project; and (d) place certain electrical cables for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of the Project (collectively, the “**CW Road Use**”).

(6) The Road Authority is directed and empowered by the Township Code (60 ILCS 1/73-5) and the Illinois Highway Code (605 ILCS 5/6-101 *et seq.*) to perform responsibilities as to Local Roads, including to construct, maintain, and repair Local Roads.

(7) This Agreement includes the following defined terms.

(a) “**Engineer**” means a civil engineer licensed in the State of Illinois who regularly practices and has experience in highway construction and design standards in rural central Illinois and is mutually acceptable to CW and the Road Authority.

- (i) The Parties agree Hanson Professional Services, Inc. (“Hanson”) is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of CW.
 - (ii) The Parties agree Hampton, Lenzini and Renwick, Inc. (“HLR”) is a mutually acceptable engineering firm qualified as stated above for purposes of performing the engineering work detailed in this Agreement on behalf of the Road Authority pursuant to a separate agreement with the Road Authority.
- (b) **“IDOT”** means the Illinois Department of Transportation.
- (c) **“Manual on Uniform Traffic Control Devices”** means the Manual on Uniform Traffic Control Devices (Illinois Supplement and any updates thereto) issued by IDOT.
- (d) **“Road Permit”** means a permit, issued by the Road Authority, which is required in order to operate overweight and/or oversize vehicles on the Local Roads.
- (e) **“Utility Permit”** means the expressed, authorized right to site and install Project infrastructure such as, by way of examples and not limitation, medium voltage electrical cable and fiber optic cables, beneath the Local Roads using installation methods outlined in Section 2(E)(2) of this Agreement and subject to the filing of a Utility Permit application and the approval and issuance of the permit by the Road Authority in the form of Exhibit F hereto.
- (f) **“Pre-Construction Preparatory Work”** means the work necessary to prepare the Road Authority’s Local Roads for Project Construction including, but not limited to, upgrades to existing roads surfaces and bases, installing road entrances to private property, installation of culverts, and increasing turning radii at intersections as set forth in the Pre-Construction Plans accepted by the Road Authority.
- (g) **“Project Construction”** includes, but is not limited to, the delivery, off-loading, site preparation and installation of Turbine driveways, completion of lay-down areas as needed, access roads, foundations, Turbines (including towers, nacelles, and blades), electrical infrastructure, transformers, substations, transmission lines, fiber optic cables, meteorological equipment, operations and maintenance buildings, and other materials and appurtenances.
- (h) **“Substantial Completion”** is defined as the completion of all procurement, fabrication, assembly, erection, civil construction and installation of all work required for completion of the Project Construction such that all equipment is in place and all systems and subsystems of the Project are mechanically and

electrically ready for to start the commissioning process and that CW can practically utilize and occupy the Project. CW shall certify in writing when Substantial Completion has been achieved and deliver a notice of same ("**Notice of Substantial Completion**") to the Road Authority. The conditions set forth in Section 3(C) and (D) herein as well as any reclamation activities by CW shall be completed before Substantial Completion.

(8) The Road Authority and CW wish to set forth their understanding and agreement as to the road issues relating to the construction of the Project in this Agreement which the Parties intend to satisfy the requirements of the Amended Coles County Ordinance, Standards for Wind Energy Conversion Systems Over 500 kW, effective May 9, 2023 ("**WECS Ordinance**").

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

Section 1: Road Authority Approvals. This Agreement sets forth the terms and conditions by which the Road Authority agrees to permit the CW Road Use as well as:

- (A) Project site access road entrances to the Local Roads;
- (B) Underground collection system cable crossings under the Local Roads and the road rights-of-way;
- (C) The widening of existing Local Road intersections within the public rights-of-way to accommodate Turbine components, main power transformers, and other equipment deliveries needed to construct the Project;
- (D) Use of the Local Roads by heavy construction equipment and vehicles, such as but not limited to crane crossings, after the Road Authority's acceptance of the Notice of Pre-Construction Completion applicable to such Local Road or portion thereof; and
- (E) Other uses of the Local Roads as set forth in this Agreement.

Section 2: CW Undertakings. CW hereby agrees to, and shall cause CW's Parties to abide by, the terms and conditions set forth below. Although the following subparagraphs refer to CW, the Parties agree that CW is responsible for CW's Parties abiding by the terms and conditions set forth in this Agreement and CW shall be responsible for any breach by CW's Parties of the terms and conditions set forth in this Agreement.

(A) Project Undertakings in General

(1) Although the final plans for the Project may vary from the Project layout as shown on Exhibit A (the "**Project Layout Map**"), CW represents and warrants that no Turbines will be constructed in areas other than those areas for which the Coles County Board has granted a Special Use Permit to CW.

(2) CW represents and warrants that the Project plans shall be prepared by a qualified professional engineer and all plans affecting Local Roads shall be designed in accordance with IDOT design manuals, including but not limited to the current IDOT Bureau of Local Roads and Streets Manual Edition and the Supplemental Specifications thereto, unless a deviation is included in the accepted Traffic Impact Analysis or is otherwise accepted by the Road Authority. CW further represents and warrants that the Project plans shall be prepared to ensure in all cases the Local Roads are safe for the motoring public. CW shall hold harmless, indemnify, defend with counsel of its choice, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments resulting from a third party claim as determined by a final, non-appealable determination from a court of competent jurisdiction finding that Project Construction caused the damages alleged in the claim or judgment which may hereafter accrue against the Road Authority and/or (notwithstanding that such individuals are not specifically named herein) the Road Authority's elected and appointed officials, employees, contractors and consultants (the "**Indemnified Parties**"), with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Pre-Construction Preparatory Work and/or Project Construction (including, but not limited to, the construction of access roads, laydown yards, and substations), to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence, fraud, willful misconduct, or strict liability of CW, its agents, directors, employees, vendors, or subcontractors, for a period not to exceed two (2) years following the date of the Notice of Acceptance as defined in Section 3(D) of this Agreement.

(3) This Agreement shall be included in the contracts provided to CW's contractors, subcontractors, and material suppliers performing work on the Project.

(4) CW shall use commercially reasonable efforts to obtain temporary right-of-way easements for Project Construction from private landowners that are not otherwise participating landowners in the Project if such temporary right-of-way easements are needed. CW shall use commercially reasonable efforts to obtain permanent easements from private landowners so that widened road corners, drainage structures, or other improvements necessary for the Project intended to be permanent in nature can remain fully in place. Such permanent easements shall be substantially in the form attached as Exhibit B and assigned to the Road Authority after receipt of the Notice of Acceptance. Such assignment must be accepted by the Road Authority and recorded with the Coles County Recorder at CW's expense.

(B) Additional Core Sampling and Surveying of Roads

The Parties acknowledge core sampling and survey activities have already been conducted on public roads in the Project area. If additional core sampling or survey activities are needed, the following terms and conditions apply.

(1) For the protection of the motoring public and CW's agents, when core sampling or survey activities take place on the local roads, CW or CW's agents shall (a) place signs cautioning motorists traveling in both directions of the work activity on the local road, (b)

place traffic cones in the work area, and (c) have a flagger present. The permission granted by this Agreement for core sampling and survey activities may be revoked by the Road Authority if CW or its agents fail to comply with these safety requirements.

(2) If a hole created by core sampling or survey activity is undertaken or has been undertaken before the execution of this Agreement on a local road which is not used for Project construction, then CW will promptly return to such previously sampled or surveyed sites and finish the previously filled hole with an IDOT approved non-shrink grout.

(3) If CW fails to make repairs caused by core sampling or survey activity as required by this Agreement, the Road Authority may repair damage to any such local roads caused by CW's activities and bill CW for the cost thereof if CW fails to complete such repair within ten (10) calendar days after receipt of a written notice served on CW from the Road Authority directing that repairs must be made. Primary responsibility for repairs related to core sampling and survey activities shall remain with CW.

(4) CW shall furnish the Road Authority with evidence of liability insurance in the amounts required by Section 5 covering its core sampling and survey activities on the local roads.

(5) Several segments of County and Township Road District local roads will be needed to install collection system borings. Before these local roads are used, CW shall provide, in writing, the identity of the local roads to be used, the vehicles and equipment to be used, and the weights of such vehicles and equipment. The Parties anticipate pickup trucks, support vehicles, and boring equipment will be used. The Road Authority will grant access to such local roads for the specified vehicles and equipment without special permits being required. CW will be responsible for any damage it causes to such local roads.

(C) Early Limited Access to Local Roads

(1) After CW satisfies the Insurance and Financial Security requirements stated in Sections 5 and 6, CW may use the Local Roads to begin laydown yard installation, preparatory work for installation of the operations and maintenance building, welcome center, and turning radii alterations; removing vegetation from Turbine site areas; miscellaneous site preparation for excavation work; and installation of certain private access roads to test the cement stabilization process and mix designs (the "**Preliminary Work**"). The Local Roads needed for the Preliminary Work shall be agreed to by the Parties before the Preliminary Work begins and the Preliminary Work may proceed before Pre-Construction Preparatory Work is completed on such agreed to Local Roads.

(a) In connection with the Preliminary Work, CW shall apply for Access Entrance Permits, as defined in this Agreement, using the form attached as Exhibit G and shall comply with the requirements set forth in this Agreement for Access Entrances. CW will not be responsible for any additional permit fees or other costs arising from this Preliminary Work which are expressly included in the Road Permits Fee.

(b) Before the Preliminary Work starts, CW shall obtain and post traffic signs, including signs advising “No Wind Farm Traffic,” and “Road Construction Ahead” at various locations as an aid to traffic management. All such signs shall be mounted on crashworthy four inch by six inch (4” x 6”) wood posts and signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(D) Matters to be Completed Before Project Construction Begins

(1) CW shall provide to the Road Authority on or before October 15, 2025, a transportation impact analysis prepared by an Engineer which includes the following information (the “**Transportation Impact Analysis**” or “**TIA**”). To assure the TIA meets the expectations of the Road Authority and to avoid delays and expense, the County Engineer, the Road Authority’s consulting engineer, and CW’s Engineer(s) shall continue to meet in person or remotely to review the information to be set forth in the TIA and the exchange of preliminary drafts, if necessary.

(a) A list identifying the road bridges and box culverts to be traversed during construction of the Project. Identified bridges and box culverts shall be inspected in accordance with the National Bridge Inspection Standards and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. A copy of this inspection report shall be included with the Transportation Impact Analysis. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project Construction to assure that the bridges and box culverts can withstand the volume and weight of Project Construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by CW, unless CW, subject to the reasonable approval of the Road Authority, first makes pre-construction improvements, such as constructing a jump bridge or strengthening box culverts such that the bridge or box culvert is then capable of withstanding the volume and weight of Project Construction vehicles. The inspection report shall include a photograph of the interior of each bridge and culvert. This inspection report shall also include estimates of the cost to replace the bridges and box culverts.

(b) Information obtained from the core samples (if any) obtained by CW of the Local Roads.

(c) Information about the weights and sizes of the Turbines and the substation and transmission line components.

(d) A schedule setting forth the expected number of loads, per axle weight of each load and type of equipment that will be used to transport each load and the inter-Project equipment movements. The schedule shall include pavement design calculations for each of the roadway segments and recommended methods of roadway strengthening.

(e) Other information concerning construction vehicles, equipment, and activities relevant to CW's use of the Local Roads.

(f) A map prepared by a civil engineer licensed in the State of Illinois, which will, at a minimum, designate the location of the Turbines (identified by a number), the access roads (entrances) that the CW Parties will utilize to construct or otherwise access a Turbine (each an "**Access Entrance**"), the construction laydown yard(s), the jurisdictional boundaries of the Road Authorities affected by the Project, the Local Roads that comprise the haul route for Project Construction vehicles and the ingress and egress routes to and from the footprint of the Project for all material deliveries, including components parts for the Turbines and substation, as well as the concrete and aggregate haul routes, anticipated crane crossings, and approach zone prohibiting Project Construction vehicles (the "**Project Traffic Map**"). The Project Traffic Map shall depict the entrances to each of the Project laydown yards for Project Construction vehicles, which entrances shall be constructed off of State highways within Coles County.

(i) The preferred route for Project Construction traffic, subject to such route being reasonably feasible, is as follows:

[a] from Interstate I-57 to Coles County Highway 18 (a/k/a 1000 N Road) to Illinois Route 130 or

[b] from Interstate I-57 to Illinois Route 133 to Illinois Route 130.

(2) On or before October 31, 2025, CW will endeavor to provide 90% design documents for the pre-construction improvements to be made to the Local Roads to provide structural capacity for the duration of Project Construction and subsequent operation (the "**Pre-Construction Plans**"). Final Pre-Construction Plans will be provided on or before January 1, 2026. The Pre-Construction Plans should provide the following information:

(a) "General Notes" governing the construction plans;

(b) Schedules for material testing in accordance with IDOT's Standard Specifications, Supplemental Specifications & Recurring Special Provisions, Project Procedures Guide and Manual of Test Procedures for Materials in effect as of the effective date of this Agreement (together, "**IDOT PPG**"), or as otherwise approved by the Road Authority;

(c) Intersection details showing draining patterns and related information at temporary widenings;

(d) Traffic control details for all intersections with State Highways and all other high traffic intersections;

- (e) Typical roadway cross sections;
 - (f) Details for culverts to provide:
 - (i) Culvert installation shall be completed before the cement stabilization process (culverts repaired or replaced after cement stabilization shall be backfilled with Control Low Strength Material (CLSM));
 - (ii) replacement culverts to be installed so that positive drainage is established and the culvert bottom shall not be below final flowline grades;
 - (iii) end sections shall be required for cross-road culverts; end sections are not required for access entrance culverts; and
 - (iv) if a culvert has a headwall or drop box, then the replacement culvert will include a headwall or drop box, this requirement may be waived during construction on a case-by-case basis by the Road Authority;
 - (g) Plan or Profile sheets for public road improvements showing culvert locations, bridge locations, culvert strengthening details, applicable IDOT standards, proposed ditch line profiles and centerline profile grades, and other road improvement information typically provided for such road improvements or reasonably requested by the Road Authority, *et cet.*;
 - (h) Post-construction surface treatments shall extend to the next logical termini, that is, intersection to intersection or to the next bridge. For roads receiving cement based treatments, the cement treatment base shall extend two hundred feet (200') beyond the access entrance drive.
 - (i) Cross sections at all cross-road culverts;
 - (j) To the extent reasonably accessible, photographs of the interior of all bridges, box culverts, and the road surface above each bridge, box culvert, and other culverts over thirty-six (36") inches in diameter on the Local Roads; and
 - (k) Miscellaneous details as appropriate.
- (3) On or before January 1, 2026, CW shall provide to the Road Authority the projected scope of repairs and estimated repair costs for the Local Roads following Project Construction (the “**Projected Scope of Repairs**”).
- (4) Before construction on the Project may proceed, the Road Authority must accept the Transportation Impact Analysis, the Pre-Construction Plans, as well as the Projected Scope of Repairs (“**Pre-Construction Documents**”). The Road Authority shall accept or

reject each of the Pre-Construction Documents on or before March 1, 2026; provided, however, that the Road Authority may not unreasonably withhold or delay granting acceptance. If the Road Authority neither accepts nor rejects the Pre-Construction Documents by March 1, 2026, the Pre-Construction Documents shall be deemed accepted. If the Road Authority rejects the Pre-Construction Documents, the Road Authority shall state in its notice of rejection the reasons for such rejection and the action required to make the documents conform to the reasonable standards of the Road Authority. In such event, CW will revise and resubmit any rejected Pre-Construction Documents addressing such reasons for rejection within fifteen (15) calendar days of receipt of the rejection notice and the Road Authority shall accept or reject such resubmission within five (5) calendar days thereafter and the Road Authority shall not unreasonably withhold such approval. CW shall reimburse the Road Authority for all reasonable engineering fees incurred in connection with the review of the Pre-Construction Documents. Payment shall be made within thirty (30) days of receipt of such engineering bills by CW, which may be sent by the Engineer directly to CW or included in a request for reimbursement from the Road Authority.

(5) After acceptance of the Transportation Impact Analysis, the Pre-Construction Preparatory Work as determined by the Transportation Impact Analysis shall be completed by CW to the satisfaction of the Road Authority before the Road Authority will permit the Local Roads to be used for Project construction traffic, except for the early road access as stated in Section 2(C).

(a) CW shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices for the Pre-Construction Preparatory Work and shall distribute on a daily basis, the Plan of Day report (“POD”) which shall set forth among other things, road closures, roadway activity, and other information reasonably requested by the Road Authority. The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the Road Authority and its designee(s), local school districts, local postmasters, the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers (the “**POD Recipients**”). The contact list of relevant addressees shall be provided by the Road Authority to CW before the start of construction.

CW further agrees to post in a timely manner the POD on the informational website developed by CW for the Project.

(b) Upon the Road Authority’s request, CW agrees that weekly meetings with the Road Authority and road contractors will be scheduled to coordinate the Pre-construction Preparatory Work and address issues related to such work.

(c) CW may complete the Pre-Construction Preparatory Work in phases in amounts agreed to by the Parties, and submit a notice of completion for each portion of the Project site as the Pre-Construction Preparatory Work for that portion are completed (each a “**Notice of Pre-Construction Completion**”) and an application for a master overweight/oversize permit for such portion in the form of Exhibit I.

Within five (5) business days of receipt of the Notice of Pre-Construction Completion and overweight/oversize permit application, the Road Authority shall either approve such Notice of Pre-Construction Completion and issue a notice to proceed or reject the Notice of Pre-Construction Completion. If the Road Authority rejects a Notice of Pre-Construction Completion, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the Notice of Pre-Construction Completion and/or underlying Pre-Construction Preparatory Work conform to the reasonable standards of the Road Authority. If the Road Authority approves a Notice of Pre-Construction Completion, the Road Authority will issue to CW a master overweight/oversize vehicle permit in substantially the form of Exhibit I attached hereto providing permission to proceed with construction of that portion of the Project site that is accessible by way of roads for which a Notice of Pre-Construction Completion has been provided. The form of the notice to proceed is attached hereto as Exhibit E.

(d) Before pre-construction improvements are made to the Local Roads, a minimal number of loads which shall not be overweight may occur in accordance with this Agreement and the Parties acknowledge this does not permit general hauling activities related to Project Construction. Hauling for cement stabilization operations may occur only on the road being stabilized. After the compressive strength test results and density requirements per the Pre-Construction Plans for cement stabilized roads are confirmed, only aggregate capping and seal coat operations will be allowed for the subject road. Once the A-2 seal coat surface treatment has been completed, CW may submit a Notice of Pre-Construction Completion in accordance with subsection (b) above.

(e) For Local Roads receiving cement stabilization treatment, such work shall be completed in accordance with IDOT special provision LR400-9. The unconfined compressive strength, 7-day requirement will be 180-500 psi as shown in IFC plans, unless otherwise agreed to by the Road Authority. Test results demonstrating compressing strength and density requirements have been met per the design plans shall be provided to the Road Authority for acceptance before opening to traffic. Project Construction traffic will not be allowed on a stabilized section of roadway before opening to traffic without a Notice to Proceed issued by the Road Authority.

(f) The Road Authority makes no representations or warranties as to the suitability of the existing road and subsurface materials for cement stabilization treatment. In addition, the Local Roads receiving cement stabilization treatment as a pre-construction road improvement shall be subject to a three (3) year warranty period which shall begin on the date CW provides its Notice of Substantial Completion of the Project Construction (as defined in Section 3).

(g) The Class A2 bituminous surface treatment placed for purpose of dust control shall be completed before October 15th of the construction year it is placed. This work shall be completed as per Local Roads and Streets Special Provision

known as Local Road Specification (“LRS”) 9 of the IDOT Supplemental Specifications with the following application rates.

(6) At least ten (10) days before the start of a proposed utility installation, CW shall physically mark the proposed locations of the underground collection system cable crossings. Within five (5) business days of notification that all crossings are marked, the Road Authority shall review and comment on the proposed crossing locations. The Parties anticipate that cable installations will not be within one hundred fifty feet (150’) of any bridges or box culverts (measured from the center of the stream or ditch and within the right-of-way) and any parallel installations shall be no closer than twenty feet (20’) from the edge of public right-of-way, unless otherwise agreed upon by the Parties. Any proposed cable installations within 150 feet of any bridges or box culvert shall be subject to review and approval by the County Engineer. Before installing any cables that cross a road controlled and maintained by the Road Authority, CW shall apply for and receive a Utility Permit from the Road Authority, who agrees not to unreasonably withhold or delay the issuance of such permit. If the Road Authority rejects such a Utility Permit application, the Road Authority shall state within five (5) business days of receipt, with particularity the reasons for such rejection and the action required to make the Utility Permit application conform to the reasonable standards of the Road Authority. If the number of submitted Utility Permit applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise CW accordingly and have an additional five (5) business days to complete its review. The Utility Permit form is attached hereto as Exhibit F.

(7) At least ten (10) days before the start of Project Construction, CW shall submit a comprehensive application or package of individual applications, as necessary, for all Access Entrances not previously approved as part of the Preliminary Work in the form attached as Exhibit G and shall physically mark the locations of each Access Entrance. The proposed Access Entrance locations shall:

- (a) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Local Road;
- (b) not unduly interfere with the free and safe movement of traffic on the Local Road;
- (c) provide maximum safety and convenience for other users of the Local Road rights-of-way; and
- (d) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Local Road or pond on the shoulders or in the ditch or otherwise result in erosion of the Local Road or road right-of-way.

These marked locations shall then be subject to review and comment by the Road Authority. The Road Authority agrees to approve or reject such Access Entrance applications within five (5) business days after submission. CW shall not start construction

on an access road until the applicable application is approved by the Road Authority and a permit is issued. In the case of a permit rejection, the Road Authority shall state with particularity the reasons for such rejection and the action required to make the application conform to the reasonable standards of the Road Authority. If the location of any of the Access Entrances changes, CW shall promptly submit a new Access Entrance application to the Road Authority. The Road Authority agrees to approve or reject such new Access Entrance applications within five (5) business days and further agrees not to unreasonably withhold or delay the issuance of any such permit. If the number of submitted Access Entrances applications is such that the Road Authority cannot complete its review within five (5) business days, then the Road Authority shall advise CW accordingly and have an additional five (5) business days to complete its review.

(8) At least twenty (20) days before the start of Project Construction, CW shall become a member of Joint Utility Locating Information for Excavation (“**JULIE**”). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, CW shall provide JULIE with the necessary information to update its records and memorialize where the underground cables are located under the Local Roads and Local Road rights-of-way. CW shall take all precautions reasonably necessary to protect the property of the various public and private utilities which may be located underground or above ground, at or adjacent to the Local Roads and rights-of-way used by CW. CW shall repair or replace at its expense any utility property that has been damaged through the actions of CW or CW’s Parties. CW shall, upon request, provide proof of its membership in JULIE to the Road Authority.

(9) At least thirty (30) calendar days before the mobilization of cranes to be used in the Project Construction, CW shall identify the heavy lift crawler crane road crossing locations. During the actual Project Construction, previously identified crane crossing locations may be modified, subject to coordination with the Road Authority. Depending upon proposed locations, time of movements and road conditions, the Road Authority may impose reasonable restrictions to minimize road damage in the new crane crossing locations.

(10) At least thirty (30) calendar days before the start of Project Construction, CW shall deliver written confirmation to the Road Authority that CW has communicated with the school bus operator(s) and the relevant school officials to ensure that Local Roads used by school buses are not closed during times students are transported to and from school or that acceptable alternative routes are put in place and to further ensure that suitable arrangements are put into place for the safe and timely transport of the local children to and from school via the normal services for such transport.

(11) At least fifteen (15) calendar days before the start of the Pre-Construction Preparatory Work and at least fifteen (15) calendar days before the start of Project Construction, a pre-construction meeting shall be held at a date, time, and place designated by the Road Authority with such Road Authority representatives and professional advisors and consultants in attendance as the Road Authority deems necessary. CW and a representative from its general contractor and any major component suppliers, major

transportation providers, and other subcontractors and suppliers the Parties may agree upon will be in attendance. The meeting shall be for the purpose of reviewing the Project Traffic Map and the routes to be used by construction and delivery vehicles, the terms and conditions of this Agreement, and reviewing special considerations necessary in the areas where work will occur.

(12) At least fifteen (15) calendar days before use of the Local Roads by such contractor or subcontractor, CW shall provide a sworn statement substantially in the form of Exhibit H ("**Sworn Statement**") from each of the following contractors or subcontractors: (i) the construction manager, (ii) general contractor, (iii) aggregate supplier, (iv) geo-pier installer, (v) concrete supplier, (vi) reinforcing steel contractor, (vii) electrical contractor, (viii) substation contractor, (ix) underground cable contractor, (x) operations and maintenance building contractor, (xi) building supplier, and others as the Parties may agree upon stating that such contractor, subcontractor or supplier has received and read a copy of this Agreement, including exhibits, and agrees to abide by those terms and conditions applicable to such contractor, subcontractor, or supplier.

(E) Ongoing Obligations

(1) Permanent markers/stakes meeting the requirements of State and Federal regulations and good utility practice shall be installed at the edge of the road rights-of-way to identify where the collection system cables cross the Local Roads.

(2) Horizontal/directional boring shall be used where the collection system cables cross under the Local Roads such that the road surface shall not be cut, and such cables shall be installed in SDR13.5 HDPE bore pipe (or like material as approved by the Road Authority) in Local Road rights-of-way locations in accordance with good utility practice. Boring shall begin and end at least ten feet (10') outside the Local Road right-of-way or apparent right-of-way if no formal dedication. All boring in drainage and road side ditches shall be at least four feet (4') below the lowest part of the ditch or lower than any existing utilities.

(3) CW shall ensure that utility interruptions, if required for heavy lift crawler crane crossings, are coordinated with and approved by the local utility(ies) and shall make reasonable efforts to advise property owners likely to be affected by utility interruptions. CW shall advise the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service providers of such crane crossings at least 24 hours in advance. Traffic control plans for such crane crossing shall be provided by CW to the Road Authority.

(4) Except as expressly provided for elsewhere in this Agreement, the size and type of any culverts installed or replaced as a result of Project Construction or repair to the Local Roads shall be included in the Pre-Construction Plans or otherwise mutually determined by the Road Authority and CW before such culvert is installed or replaced taking into consideration site conditions. Culverts found during Project Construction not shown on the Pre-Construction Plans shall be replaced (unless the Road Authority agrees with a CW request to abandon such a culvert in place) and the replacement culvert shall be backfilled

with Control Low Strength Material (CLSM) if the replacement occurs after the cement stabilization process. The Parties agree that any such culverts, within the Road Authority's jurisdiction, shall be no less than eighteen inches (18") for cross-road culverts and no less than fifteen inches (15") for road entrance culverts. RCCP shall be used for cross-road culverts and at intersections of County roads, County and Road District roads, a Local Road and state highway, and two Road District roads. Entrance culverts for turbine access roads can use galvanized riveted, pre-coated metal pipes with 14-gauge steel.

(5) If Local Road corners are widened for truck navigation for Project Construction, such modifications shall be designed by an Engineer and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT ("**IDOT Standards**"). If the widened corners are removed, CW shall repair all damage and ensure proper drainage in accordance with IDOT Standards; *provided, however*, the Parties agree that widened corners may be left in place if permanent easements are obtained in accordance with Section 2(A)(4) and if the Road Authority elects to keep the widened corner in place.

(6) For intersections which are altered using privately-owned real estate to obtain adequate turning radii for oversized vehicles, CW shall ensure adequate drainage at such intersections by installing necessary culverts, shall block the turn lanes when not in use so that they are not accessible to the motoring public, and shall provide signage as necessary to ensure the safety of the motoring public.

(7) CW shall provide, upon request, the Road Authority with a copy of each overweight and oversize permit issued by IDOT to CW or CW's Parties.

(8) Before the Pre-Construction Preparatory Work or Project Construction, CW shall execute and deliver to the Road Authority ten (10) original authorizations for the release of information in the form of Exhibit K hereto so the Road Authority may obtain from suppliers copies of delivery tickets bound for or delivered to the Project site in order to monitor the actual weights of construction vehicles that do not require permits for overweight loads. If applicable, delivery tickets shall identify destinations by Turbine number. CW shall, in a timely manner, take all actions needed to assist the Road Authority obtain requested delivery tickets or directly provide the delivery tickets to the Road Authority.

(9) Project traffic, including heavy lift crawler crane crossings, shall be scheduled in a way to reasonably minimize the adverse impact on the motoring public and local agricultural truck transport. Traffic control plans for such crane crossings shall be provided by CW to the Road Authority. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, the transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry, and funeral processions. CW agrees that it shall coordinate with the Road Authority the scheduling of Project Construction traffic in weekly scheduled meetings, which meetings will include all affected parties (including school bus transporters) and shall be held at the construction site offices of CW or other convenient local location; provided, however, that

if the Road Authority or its designee chooses not to participate in such weekly meetings, the Parties may coordinate via telephone, email, or other means of remote communication. CW shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and shall distribute on a daily basis the POD (Exhibit C) which shall set forth, among other things, road closures and roadway activity. The POD shall be distributed by 2:00 p.m. the preceding day by e-mail or facsimile to the POD Recipients.

(10) CW may transport oversize or overwide loads or vehicles or otherwise engage in construction activities proscribed on Local Roads during the spring posting season; provided, however, if weather conditions during any season (by way of example and not limitation, sudden thaws or heavy rains) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic upon providing reasonable notice and details of such hazardous conditions to CW.

(11) For Local Roads open to the motoring public, CW and its Parties shall not use the Local Roads or associated rights-of-way as storage or staging areas or as parking areas for vehicles and equipment.

(12) Except as otherwise provided for in this Agreement, CW shall ensure that its contractors, subcontractors, material suppliers, and their respective transport providers transporting oversize and overwide loads use the Local Roads during daylight hours only which the Parties deem to mean within thirty (30) minutes of sunrise or sunset or as otherwise specified on a Road Permit.

(13) While traveling on aggregate roads, Project Construction vehicles shall limit their speed to 35 miles per hour.

(14) CW shall comply with all recommendations as to vehicle speeds, maximum vehicle loads, number of vehicles permitted on a bridge or box culvert at one time, location of vehicle travel, *et cetera*, which may be set forth in a report of the inspection of the bridges and box culverts and included as part of the Transportation Impact Analysis.

(15) As the initial dust control measure to Local Roads receiving cement base stabilization treatment and after installation of the initial cap stone, an A-2 surface treatment shall be applied to such Local Roads. Pre-Construction Preparatory Work shall be completed so that the A-2 surface treatment is completed before October 15th of the year Pre-Construction Preparatory Work begins (unless weather conditions require completion by September 30th).

Water shall be used for dust control on Local Roads not receiving cement stabilization and access roads with the liquid calcium chloride (28 to 32%) being the preferred method of dust control in dust-sensitive areas (such as near residences, public buildings, and road intersections starting five hundred feet (500') before the intersection on all legs). The Road Authority may issue a Notice of Violation if the Road Authority is notified of and determines that dust control measures have not been implemented after the Road Authority notifies and directs CW to correct the deficiency the same day that a notice is received. The

Road Authority will substantiate such a Notice of Violation with a photo taken of the failure to implement dust control measures (when possible). After the second notice of a dust control violation, the Road Authority may impose a fine of \$2,500.00.

(16) In constructing the Local Roads, notwithstanding what is shown in the IFC plans, 3:1 ditch slopes and slope protection shall be used where possible within an existing ROW. If 3:1 ditch slopes are not possible within an existing ROW, the Parties agree that 2:1 ditch slopes and slope protection will be acceptable. If 2:1 ditch slopes are not possible within an existing ROW, then the Parties will determine an appropriate ditch slope and protection based upon particular site conditions and using sound engineering judgment.

(17) If Local Roads degrade (by way of example and not limitation, “degrade” means to have a grade of less than two percent (2%) (ditch slopes of less than 2:1); drop offs from the road to road shoulder (that is, not a smooth transition), or to show signs of bleeding, rutting, rolling, breaking or pumping) while construction of the Project is ongoing due to construction activities or the volume of construction traffic related to the Project, CW, at the written request of the Road Authority, shall cause necessary remedies to be implemented to ensure safe passage of the motoring public within a reasonable time; unless the construction activities cause an immediate hazard to exist that renders a Local Road incapable of being used in a safe manner by the motoring public, in which case CW shall take action as soon as reasonably possible to make the Local Roads safe for the motoring public.

Spray patching shall be the preferred method of interim road repair for Local Roads with a finish surface treatment for limited localized areas demonstrating surface failures.

If a Local Road received a surface treatment for dust control as described in Section 2(E)(15), and the initial surface treatment demonstrates numerous failures within a given mile, then CW shall pulverize to a depth of two inches (2”), regrade the affected mile and add a new surface treatment as described in the Pre-Construction Documents.

If CW fails to act as set forth herein, the Road Authority may take remedial action and may close the road until the road is made safe for the motoring public and CW shall be financially responsible for the repair work.

(18) CW shall comply with the time limits established by the Road Authority with respect to any requested closures of Local Roads for Project Construction. In any event, no road closure shall exceed 3 hours past the approved starting time for which such closure, unless otherwise agreed to by the Parties. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Parties agree that road closures necessary for the Pre-Construction Preparatory Work and emergency road repairs may exceed 3 hours; *provided, that*, such maximum closure time has been approved by the Road Authority, such approval not to be unreasonably withheld, conditioned, or delayed. CW shall provide reasonable notice to the Coles County Highway Department, the Coles County Emergency Services and Disaster Agency, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance

service providers of road closings before closing any roads, portion of roads, or intersections. If this provision is violated by CW, the Road Authority may issue a "Notice of Violation" and impose a fine of \$1,000.00 for each thirty (30) minute increment that the approved road closure period is exceeded, and CW shall pay any fine imposed within thirty (30) business days. The Road Authority may issue a Notice of Violation (Exhibit J) and impose a fine of \$5,000.00 if CW fails to notify the Road Authority of a road closure; provided, however, that in the case of an emergency CW shall not be required to provide prior notice to the Road Authority but shall notify the Road Authority as soon as reasonably practical.

(19) Before Project Construction starts, CW shall obtain and post traffic signs, including signs advising "No Wind Farm Traffic" or "Road Construction Ahead" at various locations as an aid to traffic management. All such signs shall be mounted on crashworthy four inch by six inch (4" x 6") wood posts and signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(20) CW shall obtain Road Authority permission before moving an existing permanent sign to accommodate its construction traffic. If CW damages an existing permanent sign, CW shall immediately notify the Road Authority and such sign shall be immediately replaced by CW in accordance with the Manual on Uniform Traffic Control Devices at its expense.

(21) All roadway construction activities, including road and intersection closures, shall be marked and signed in accordance with the applicable IDOT Standards and in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or Coles County or other applicable local ordinance. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA, and Road Closed signs.

(22) The Road Authority may issue a Notice of Violation (Exhibit J) and impose a fine of up to \$2,500.00 if the Road Authority is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation, the Road Authority shall notify and direct CW to correct the deficiency within a specified time which will be between 2 hours to 24 hours based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency provided CW is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. If the deficiency is not corrected within the specified time, another Notice of Violation may be issued imposing a contractual fine. For routine traffic control throughout the Project (flaggers, traffic control to delineate hazards, traffic control to close temporary radius / jug handles, *et cet.*) after three notifications future Notice of Violations imposing contractual fines will automatically be issued; in its sole discretion, the Road Authority may impose fines in incremental increases up to a total fine not to exceed \$2,500.00.

(23) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(24) All work on Local Roads and associated rights-of-way shall be performed in a good and workmanlike manner and all permanent work shall be in accordance with the IDOT Standards and the “Standard Specifications for Road and Bridge Construction” (and any updates thereto, the “**IDOT Standard Specifications**”) issued by IDOT, or as may otherwise be approved by the Road Authority.

(25) Junction or utility boxes installed in connection with the Project shall be located 10 feet (10’) off the public rights-of-way or apparent right-of-way if no formal dedication. Junction and utility boxes installed on privately owned property shall not interfere with public rights-of-way. At any time in the future, if it becomes necessary to maintain, relocate, construct, expand, or replace any Local Road abutting private property containing such junction or utility boxes and as a result a CW junction or utility box is required to be protected, repaired, or relocated, CW agrees to timely protect, repair, or relocate such junction or utility box at its expense, and if it fails to do so after five (5) business days’ notice, the Road Authority may do so in which event CW shall pay reasonable costs incurred by the Road Authority in connection with the repair and relocation or protection of the affected CW junction or utility boxes.

(26) Steel tracked equipment shall be allowed to cross Local Roads using protective matting at locations designated on the Project Traffic Map. Proper traffic control measures shall be used for the temporary closure of Local Roads to allow for such crossings. The Road Authority may issue a Notice of Violation (Exhibit I) and impose a fine of \$2,500.00 if this provision is violated.

(27) All Pre-Construction Preparatory Work and Project Construction traffic (other than private vehicles and light duty trucks no larger than a ¾-ton pick-up truck used for personnel transportation without a trailer or used solely for workers driving to the Project job site) related to the Project shall use exclusively the Local Roads designated for use by construction traffic on the Project Traffic Map to be provided by CW and accepted by the Road Authority in accordance with Section 2(D)(1)(f) of this Agreement and shall not use Local Roads other than those so designated. If this provision is violated by CW (including empty return trips after material or equipment has been unloaded), the Road Authority may issue a Notice of Violation and impose a fine of \$5,000.00 per occurrence on CW and CW shall pay any fine imposed within thirty (30) days. The Road Authority will substantiate such a fine with a general description of the vehicle and the approximate time and location of the occurrence. CW shall also be obligated to repair any road damage resulting from CW’s improper use of Local Roads. If five (5) fines are imposed for unauthorized road use on the same road, the road shall be deemed to be included as a road used for Project Construction and to the extent damage is caused to such road as a result of CW’s use of the road, CW shall be responsible for the cost to repair and improve such road which may include repairs up to and including the repairs set forth in Section 3 of this Agreement.

From time to time during Pre-Construction Preparatory Work and Project Construction, CW may request that additional roads be included as Local Roads by submitting such a request to the Road Authority in writing, accompanied by an updated version of the Project Traffic Map that includes such additional roads, and performing an initial evaluation of the then-current condition of such roads and bridges and/or drainage structures located on the proposed additional roads. Upon CW's submission of such a request, the Road Authority shall promptly review such request. The Road Authority may consent to the addition of the requested roads to the Project Traffic Map provided:

- (a) the information provided by CW is complete and accurate;
- (b) the addition of the proposed roads (1) will not be detrimental to the safety of the motoring public, and (2) will not pose a risk to public infrastructure, and (3) a traffic control plan proposed by CW indicates there will not be undue inconvenience to the motoring public; and
- (c) CW agrees, in writing, to Pre-Construction Preparatory Work deemed necessary by the Road Authority before the additional roads are added to the Project Traffic Map, completes any needed Pre-Construction Preparatory Work, provides a Notice of Pre-Construction Completion to the Road Authority, and receives a written notice from the Road Authority that the additional roads may be used for Project Construction.

(28) In accordance with permits issued by State authorities and as otherwise required by the Illinois Vehicle Code (and regulations promulgated thereunder), oversize/overweight vehicles shall display slow moving vehicle emblems and provide escort vehicles and related signage and lighting, to the end of protecting public safety and property.

(29) At all times during the construction of the Project and repair work performed on Local Roads, CW shall ensure that Local Roads are free and clear of Project construction-related mud, dirt, debris, garbage, obstructions, or hazards. Upon request of the Road Authority, CW shall clear any Project construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Local Road, culvert, or ditch before dusk on the day such a request is made, or within two (2) hours if such request is made less than two (2) hours before dusk. CW is not responsible for the removal of mud or debris related to third-party agricultural operations.

(30) If, during the course of the Pre-Construction Preparatory Work and Project Construction, the Road Authority notifies CW of significant potholes or other conditions caused by the construction traffic or construction activities which make travel on a Local Road hazardous, CW shall remediate the hazard as soon as reasonably possible, preferably before dusk on the day it receives notice of the hazardous condition from the Road Authority (or place illuminated or night condition warning signs before dusk on the day it receives notice pending the remediation of the hazard within twenty-four (24) hours). If CW fails to act within this time frame, the Road Authority may take remedial action and may close the road until the road is made safe and the Road Authority may issue a Notice

of Violation and impose a fine of \$1,000.00 per occurrence on CW and CW shall pay any fine imposed within thirty (30) business days.

(31) Before Substantial Completion is achieved, CW shall take reasonable measures to assist the Road Authority with the preparation of the roads for winter conditions, however, the plowing of all public roads as weather conditions require is the sole responsibility of the Road Authority. If rapidly changing winter weather conditions (by way of example and not limitation, sudden thaws, heavy rains, snow storms) make road conditions hazardous for the motoring public, the Road Authority may close the road to construction traffic upon providing reasonable notice to CW. CW shall be responsible for road maintenance due to construction operations from December 1st through February 28th.

(32) If work during the Pre-Construction Preparatory Work phase or Project Construction phase or post-construction road work phase of the Project is suspended for an extended period (extended period to mean at least three (3) months but not to exceed six (6) months), due to seasonal conditions or other cause, CW, at its expense, shall take such measures as laying additional aggregate, installing barriers, posting signs, or providing interim repairs or protections, including but not limited to, routine grading and dust control, as may be reasonably required to render Local Roads safe for vehicular traffic during the period such work is suspended. If work is to be suspended for a period exceeding six (6) months, then reconstruction and repair of the Local Roads in accordance with Section 3 of this Agreement shall commence.

(33) The Road Authority and/or its designee(s) shall have unfettered access to the Local Roads to inspect the roads, culverts, adjacent ditches, *et cetera*.

(34) Unless otherwise directed by the Road Authority, existing road surface materials (including rock within the Road Authority's rights-of-way and rock removed from turning radii), culverts (permanent and temporary), flood gates, and signs shall remain the property of the Road Authority and shall be delivered by CW to Road Authority property locations as directed by the Road Authority. If materials are removed by CW from private property and delivered by CW to a private owner, only Local Roads on the Project Traffic Map shall be used for such deliveries.

(35) Following the date of the last Notice of Acceptance, CW shall be financially responsible for the Road Authority's reasonable direct costs for oversight and management of the inspection process including but not limited to engineering and surveying fees, incurred in connection with any and all the road issues relating to the construction of the Project, timely issuance of required permits, coordination of construction traffic and repairs to the Local Roads and all roadway appurtenances. Payment of these costs shall be from the Escrow Account provided for in Section 2(E)38.

(36) CW shall hold harmless, indemnify, defend, pay costs of defense (including reasonable attorneys' fees), and pay any and all claims or judgments which may hereafter accrue against the Road Authority and/or (notwithstanding that such individuals are not specifically named herein) their respective Indemnified Parties, caused by CW and its

respective successor and/or assigns in connection with construction of the Project or improvements, repairs, or reconstruction of the Local Roads performed by CW to the extent that such claims or judgments arise from the negligence, fraud, willful misconduct, or strict liability of CW, its agents, directors, employees, vendors, or subcontractors. For the avoidance of doubt, the Parties acknowledge and agree that claims or judgments with respect to any damage determined to be caused by increased runoff or change in drainage patterns caused by Pre-Construction Preparatory Work and/or Project Construction shall be governed by the indemnity provided in Section 2(A)(2) instead of this Section 2(E)(36).

(37) CW shall pay to the Road Authority compensation to the Road Authority as follows (the “**Road Permits Fee**”):

Within thirty (30) days of

CW’s receipt of final, unappealable building permits for the Project: \$50,000.00;

and

On or before March 1, 2026, or within 45 calendar days
of approval of the Pre-Construction Documents if that date
is later than February 1, 2026:

\$205,000.00.

The Road Permits Fee represents payment for all permits, fees and other consideration for use of the Local Roads. This Road Permits Fee shall be deemed to provide permission for the overweight, oversize, and over width vehicles related to the Project to travel upon the Local Roads as designated on the Project Traffic Map and for the issuance of driveway Access Entrance Permits and Utility Permits, use and alteration of the Local Roads and rights-of-way for Project Construction and maintenance as provided for in this Agreement and permits issued in accordance with this Agreement, use of the right-of-way for installation of the transmission, communication, and collection system cable and crossing, and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the Road Permits Fee compensates the Road Authority for time spent on this Project by the Road Authority before and after the execution of this Agreement and represents payment such that Road Authority’s taxpayers do not bear any financial burden as result of the construction of Project. The Road Permits Fee shall be made payable to the Road Authority and said fee shall be deposited into the Road Authority’s Road and Bridge Fund or Motor Fuel Tax Fund. The Road Permits Fee is non-refundable. No other permit fees, turbine fee or additional permit fees will be required of CW.

(38) On or before March 1, 2026,, or within 45 calendar days of approval of the Pre-Construction Documents if that date is later than February 1, 2026, CW shall deposit in an Escrow Account with the Coles County Treasurer or other designated County official the sum of One Million Dollars (\$1,000,000.00) (the “**Construction Review and Administration Fee**”). The Construction Review and Administration Fee shall be deemed to provide reimbursement for: (a) reasonable direct costs for review of the Pre-Construction Documents and oversight and management of the inspection process including but not limited to engineering fees incurred in connection with Preliminary Work, Pre-

Construction Preparatory Work, Project Construction Work, and Road Work; and (b) fees and reasonable expenses incurred by engineering consultants retained by any of the Road Authorities with executed Project Road Use Agreements in reviewing Local Road conditions, coordinating traffic, and monitoring the condition of culverts and drainage structures and other roadway appurtenances, (c) administration of permits necessitated by the Project work; and (d) coordinating, meeting with, and otherwise managing the Road Authorities' communication with CW. If the Construction Review and Administration Fee is drawn down to One Hundred Thousand Dollars (\$100,000.00), the Coles County Engineer shall so notify CW and CW shall deposit sufficient funds to bring the balance of the Escrow Account to Five Hundred Thousand Dollars (\$500,000.00). If a \$500,000.00 supplemental deposit to the Escrow Account is needed, the Parties shall meet and negotiate in good faith to address the reason(s) for the additional time, including the quality of performance by CW and the CW Parties. The Coles County Engineer shall furnish CW documentation of all invoices paid from the deposit on a monthly basis in accordance with the notice provision set forth in Section 8(H) or as otherwise directed in writing by CW. If CW disputes the amount paid from the deposit and the Parties are unable to amicably resolve the dispute in a timely manner, then CW may submit the dispute to the Neutral Engineer as provided for in Section 3 for resolution.

Until the Escrow Account is funded as described above, the Parties agree CW will continue to pay fees incurred by the Road Authorities for Engineering Services in accordance with the reimbursement agreement entered into by CW and the Road Authorities on July 8, 2025 notwithstanding the Termination Date set forth in Section 6 of the reimbursement agreement.

(39) With regard to work performed on Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction, CW, its contractors, and subcontractors shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.* Upon request, CW shall provide to the Road Authority documents establishing compliance with the Illinois Prevailing Wage Act.

(40) All materials used on or incorporated into the Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction shall be in accordance with IDOT's Standard Specifications and the Supplemental Specifications in effect as of the effective date of this Agreement.

(41) With regard to work performed on concrete, seal coat, or hot mix Local Roads in connection with the Pre-Construction Preparatory Work and Project Construction work, parties engaged by or on behalf of CW shall be pre-qualified by IDOT to perform the work such parties are hired to perform. Upon request, CW shall provide to the Road Authority documents establishing that a contractor or subcontractor has been pre-qualified by IDOT. If a contractor or subcontractor loses pre-qualified status with IDOT after being awarded a contract for work, but before starting work, the contractor or subcontractor shall not be permitted to perform work on the Local Roads. CW shall use qualified contractors and subcontractors located in Coles County, Illinois or which have previously performed work for the Coles County Highway Department.

(42) CW shall provide to the Road Authority any “As-Built” drawings of improvements to the Local Roads or rights-of-way that CW, its engineers, contractors, or subcontractors may possess.

(43) CW shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of CW’s on-site representative for communication purposes regarding this Agreement and the Project. CW’s on-site representative may be changed and any such change or change in contact information shall be promptly communicated to the Road Authority in writing.

Section 3: Post-Construction Road Work

(A) The Parties agree the Road Authority will perform the Post-Construction surface repair work and, in consideration of such obligations, CW shall pay the Road Authority

Entity	Unit Cost /SY	HMA (miles)	A-2 (miles)	A-2 (SY)	Surface Repair Cost	4% Engineering	Total Cost
Morgan TRD	\$9.50		7.7	74,304	\$705,888.00	\$ 28,235.52	\$734,124

(the “Surface Repair Payment”). The Surface Repair Payment shall be paid by August 1, 2026, provided building permits needed for Project Construction have been issued and construction of the Project has commenced and is continuing or is completed (if not paid on August 1, 2026, the Surface Repair Payment shall be due on the April 1st following the start of Project Construction). The Surface Repair Payment will be adjusted based on the final mileage for the Road Authority as determined by the Pre-Construction Documents accepted by the Road Authority. If the Surface Repair Payment stated in this paragraph fluctuates between the time this Agreement is executed and the time the Surface Repair Payment is due, then the Surface Repair Payment may be adjusted at the request of either Party. If additional roads are added to the Project Map, then the Surface Repair Payment for such additional roads shall be based upon bid letting rates then in effect at the Coles County Highway Department and plus a four percent (4%) engineering fee. If any supplemental Surface Repair Payment is due based upon the addition of Local Roads to the Project Layout Map (as set forth in Section 2(E)(27) or otherwise), the additional mileage shall be calculated by the Parties when CW delivers its Completion Notice (see Section 3(D)). The supplemental Surface Repair Payment, if any, shall be paid within fourteen (14) business days after the amount is calculated by the Parties.

(B) Until the date of the last Notice of Acceptance, CW shall perform and bear financial responsibility for necessary improvements and repairs to the Local Roads as a result of Project Construction, including the costs incurred for engineering estimates and inspections. When CW begin use of the Local Roads (including the Limited Access provided for in Section 2(C) and Pre-Construction Preparatory Work), damage requiring immediate repair to ensure the safety of the motoring public may trigger CW’s obligation to perform road work. The term “damage” as used in this Agreement shall be interpreted broadly and shall include, but is not limited to, bleeding, rutting, rolling, breaking, damage

to the road surface, subsurface, bridges, box culverts, culverts, drainage tiles, signs, or adjacent ditches.

(C) Until the date of the last Notice of Acceptance, the following shall apply to all Road Work.

- (1) All work performed by CW shall be in accordance with the IDOT Design Standards and the IDOT Standard Specifications, unless otherwise approved by the Road Authority.
- (2) CW shall be responsible, at its expense, for performing a loaded truck test roll in the presence of the inspector retained by the Road Authority of the Local Roads used for Project Construction (a **“Proof Roll”**) before surface treatments are applied by the Road Authority. The Proof Roll shall be conducted in accordance with the IDOT Subgrade Stability Manual. Any areas which upon visualization and other customary methods of road evaluation show rutting, cracking, rolling, and/or pumping will require subsurface repairs to be made by CW at its expense.

Subsequent Proof Rolls shall be performed as required, at CW’s expense, so that the Road Authority is assured the Local Roads are properly prepared for surface coat treatments by CW and the Road Authority.

- (3) Repairing drainage problems resulting from Project Construction so that proper drainage is achieved.
- (4) Ditch and shoulder work to be completed as required by the particular conditions existing of each road at the time of the post-construction road work. Disturbed ditches will be graded and seeded in accordance with IDOT Standard Specifications.
- (5) All culverts and reinforced concrete pipes shall be inspected for damage following Project Construction by a qualified Engineer and, if necessary, replaced with reinforced concrete pipe; access entrance culverts can be replaced with new culverts of the same size which are riveted, corrugated, polymer coated, metal culvert pipes. No spiral culverts shall be used. The Road Authority shall engage an Engineer to conduct the inspection.
- (6) All bridges and box culverts shall be inspected by a qualified structural engineering firm mutually agreed upon by the Parties for damage following Project Construction and, if necessary, replaced or repaired as needed. The Road Authority shall engage an Engineer to conduct the inspection.
- (7) Shoulders shall be restored adjacent to the road to the extent to which they existed before Project Construction or as required by IDOT Bureau of Local Roads Manual.

(D) CW shall provide written notice to the Road Authority when CW has completed its portion of the Road Work, which may be submitted for all or on an incremental portion of the Project (each a “**Completion Notice**”). A Completion Notice will not be accepted by the Road Authority before May 1st in the year the Road Work is performed. The Completion Notice shall attest, under oath, that to the best of knowledge after making appropriate inquiries and exercising commercially reasonable efforts to collect conditional and final lien waivers from all appropriate contractors and subcontractors, all contractors, subcontractors and material suppliers retained by or for the benefit of CW who performed the Road Work have been paid in full, except any amounts subject to a good faith dispute with the applicable contractor and, with respect to such amounts subject to good faith dispute, CW agrees to adhere to the requirements of Section 6(G)(3). Upon receipt of the Completion Notice, the Road Authority shall have ten (10) business days to inspect the Road Work and provide written notice to CW that the Road Work is accepted or rejected in whole or in part.

(1) If the Road Authority rejects the Road Work, the Road Authority shall state with particularity the work rejected, the action required to make the rejected work acceptable, and a reasonable time for the completion of the work (the “**Punch List Work**”). Upon completion of the Punch List Work, CW shall provide another Completion Notice to the Road Authority. If CW disputes the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(2) If the Road Authority accepts the Completion Notice, then the Road Authority shall issue a written notice of acceptance substantially in the form of the attached Exhibit L (“**Notice of Acceptance**”).

(E) If that any Road Work performed by CW or CW’s Parties is found to be defective, CW will perform repairs to such defects within the three (3) year period following the date of the last Notice of Acceptance (the “**Warranty Period**”).

CW shall, upon notification by the Road Authority of the necessity for the repair, make repairs at its own cost and expense, and shall remain liable for any additional cost or expense incurred. Should CW fail to make the repairs (i) within the reasonable time period specified in the notification, or (ii) within the time period determined by the Neutral Engineer (if a dispute is submitted for resolution to a Neutral Engineer (defined below)), then the Road Authority shall provide CW with a written notice of default and CW shall have the right to cure such default as set forth in Section 6(F). If CW fails to cure such default as set forth in Section 6(F), the Road Authority may cause the work to be done and draw upon the Financial Assurance as set forth in Section 6(G). Should the cost or expense exceed the amounts set forth in the Financial Assurance, CW shall remain liable for any additional cost or expense incurred by the Road Authority. The Warranty Period shall not be construed as a limitation or modification of any applicable statute of limitations.

(F) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of required road repairs, the projected costs of those repairs, or the performance of road work by CW. If the Parties' negotiation efforts are unsuccessful or upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "**Neutral Engineer**"). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in rural central Illinois. The Neutral Engineer shall have no prior relationship with the Parties. Acceptable Neutral Engineers include:

- (1) Hutchison Engineering, Inc.
1801 Lafayette Avenue
Jacksonville, Illinois 62651
217-245-7164
- (2) Quigg Engineering, Inc.
1845 S. Main Street
Jacksonville, Illinois 62650
217-245-5375
- (3) Veenstra & Kimm, Inc.
907 S. Fourth Street
Springfield, Illinois 62703
844-241-8033

The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by CW.

Section 4: Road Authority Undertakings. In consideration for the obligations of CW under this Agreement, the Road Authority agrees as follows.

(A) To permit CW to use the Local Roads for the Pre-Construction Preparatory Work or Project Construction and as may otherwise more expressly stated in this Agreement subject to the terms and conditions imposed upon CW by this Agreement. All other applicable and necessary permits and approvals shall be issued by the Road Authority and delivered to CW's onsite project manager in a timely manner upon the filing of applications by or on behalf of CW.

(B) To coordinate and cooperate with CW to minimize the impact of CW's use of the Local Roads on normal local traffic.

(C) To continue to be responsible for routine maintenance of the roadways under its jurisdiction. Such activities shall include snow removal, signage, and other regularly scheduled maintenance or repairs.

(D) To be fully responsible for all post-construction surface repair work as set forth in Section 3.

Section 5. Insurance. CW shall furnish the Road Authority with evidence of liability insurance in the amounts of at least Five Million Dollars (\$5,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate, which can be met by utilization of excess and/or umbrella policy coverage as required by the Liability Insurance and Indemnification Section of the WECS Ordinance covering the activities of CW contemplated by this Agreement. The insurance shall be written by a company rated by A.M. Best as A-, VIII or Standard & Poor's rating group as B+ or better. A Certificate of Insurance, with the endorsements provided for in this Section, shall be provided to the Road Authority on or before use of the Local Roads by CW. The insurance policy shall provide at least thirty (30) days' written notice of cancellation to the Road Authority. Should CW allow such liability insurance to terminate, the Road Authority shall have recourse against the for funds sufficient to cause the liability insurance to be reinstated. The Road Authority, Morgan Township, and their respective elected and appointed officials, agents and employees shall be named as additional insureds on the policy and CW shall provide a copy of the Additional Insured Endorsement to the Road Authority or policy language granting such status to the Road Authority.

Section 6: Financial Security.

(A) CW shall provide to the Road Authority Financial Assurance as specified in Subsection (C) below.

(B) The Financial Assurance shall provide security to the Road Authority for the following phases of the Project:

- (1) the review of CW's projected use of Local Roads for Project Construction as set forth in the TIA;
- (2) the limited access to Local Roads provided for in Section 2(C);
- (3) the pre-construction road modifications;
- (4) Project Construction;
- (5) the Road Warranty Period; and
- (6) the Operations Period.

(C) The Financial Assurance shall be in the following forms and amounts and provided at the times specified below:

(1) On or before March 1, 2026, or within 45 calendar days of approval of the Pre-Construction Documents if that date is later than February 1, 2026, or upon CW's use of the Local Roads for Preliminary Work, CW will execute an escrow agreement in the form attached hereto as Exhibit M (the "**Escrow Agreement**") to establish an escrow account (the "**Escrow Account**") for the benefit of the Road Authorities (as defined in the Escrow Agreement). The Escrow Account will be initially funded in the amount of One Million Dollars (\$1,000,000.00). The Escrow Account shall remain in place during the Operations Phase of the Project. The "**Operations Phase**" means the period starting on the date that the Project first produces power for commercial sale, not including test power, and terminating on the date when the Project ceases permanently to produce power for commercial sale. CW shall notify the Road Authority in writing at the date upon which the Project produces power for commercial sale (the "**Commercial Operation Date**").

(a) The Escrow Account shall remain in place during the Construction Work, Warranty Work, and Operations phases of the Project and will be used to fund payment of any reimbursables or amounts due but unpaid after thirty (30) days (e.g., Construction Review and Administration tasks) per a thirty (30) calendar day payment cycle.

(b) When CW gives notice of the Commercial Operation Date as provided for in Section 6(C), the Escrow Account can be reduced to One Hundred Fifty-Nine Thousand Dollars (\$159,000.00).

(c) The Escrow Account can be closed when the Project is decommissioned or repowered or as otherwise agreed by CW and the Road Authorities.

(2) When the Construction and Administrative Review Fee is paid, CW shall provide an irrevocable Letter of Credit (the "**Letter of Credit**") issued by a sound financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as Exhibit M to this Agreement. The Parties acknowledge that the exact terms of the Letter of Credit may be subject to terms requested by the financial institution issuing the Letter of Credit. The Letter of Credit shall be in the amount of Two Million, One Hundred Sixty-Seven Thousand, Six Hundred Fifty-Five Dollars (\$2,167,655.00) (the "**Construction Period Security Amount**").

(3) Upon Substantial Completion, the Letter of Credit shall be reduced to ten percent (10%) of its initial funding.

(4) Upon the expiration of the Warranty Period, CW's obligation to provide the Letter of Credit shall terminate and the Road Authority shall promptly return the Letter of Credit in accordance with the terms of such Letter of Credit.

- (5) CW can replace the Financial Assurance at the time of a change in ownership with substantially the same form as the Financial Assurance currently in place without the Road Authority's approval; provided that such replacement Financial Assurance is in the amount required for the applicable time as set forth in this Section 6.
- (6) If the Letter of Credit has a maturity date before the expiration of CW's obligations to provide Financial Assurance as set forth in this Section 6, CW will provide replacement Financial Assurance in a form and amount as provided for herein or otherwise approved by the Road Authority at least thirty (30) days before the termination date of the provided Letter of Credit. Upon the Road Authority's receipt of replacement Letter of Credit in a form and amount as provided for herein or otherwise approved by the Road Authority, the Road Authority will promptly return the previously provided Letter of Credit in accordance with the terms of such Letter of Credit, and such Letter of Credit will terminate as of the effective date of the replacement Letter of Credit.
- (D) A reduction in the Financial Assurance shall not amount to acceptance by the Road Authority of improvements or repairs to Local Roads by CW.
- (E) The amount stated on the Financial Assurance shall not be deemed to be the limit of CW's financial obligations under this Agreement. Should the cost or expense of any of CW's financial responsibilities under this Agreement exceed the amount on deposit in the Escrow Account or stated on the Letter of Credit, CW shall remain liable for any additional cost or expense.
- (F) The Road Authority shall not draw on the Letter of Credit until:
- (1) fifteen (15) calendar days after the receipt of a written notice to CW specifying a default hereunder by CW, during which fifteen (15) calendar days CW may cure such default or such longer period for a default that cannot be reasonably cured within fifteen (15) calendar days; provided that so long as CW commences the cure within that 15-day cure period and diligently completes the cure and, if CW so cures, the Road Authority shall not draw on the Letter of Credit on account of such default; or
 - (2) CW fails to provide required replacement Letter of Credit at least thirty (30) days before the termination date of the current Letter of Credit, the Road Authority provides notice of such failure to CW, and CW fails to provide a replacement Letter of Credit within ten (10) days of receipt of notice.
- (G) The Financial Assurance may be used by the Road Authority for costs incurred or reasonably expected to be incurred upon CW's failure to provide a replacement Letter of Credit as provided for in this Section 6 or to cure any defaults not cured in accordance with

this Section 6 or of any kind or nature with respect to CW's obligations under this Agreement, including, but not limited to:

- (1) providing payment for any of CW's obligations under this Agreement which remain unpaid for thirty (30) calendar days after such obligations have been incurred and notice sent to CW by the Road Authority in accordance with this Agreement, which obligations shall include without limitation, modification, repairs, and improvement of the Local Roads, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 3;
- (2) keeping the liability insurance policy required pursuant to Section 5 in force and effect;
- (3) if the Road Authority is served with a notice pursuant to the Illinois Mechanics' Lien Act from any of CW's contractors, subcontractors, material suppliers, engineers or others (a "**Lien Claimant**") that CW has not paid for work performed in connection with this Agreement and, after written notice of such claim, CW or its contractor has not provided a payment bond for the amount claimed either as required by any court in which an action is pending or pursuant to the Illinois Mechanic's Lien Act with respect to such Lien Claimant, payment may be made to such Lien Claimant; in such circumstance, the payment may be made through a title insurer or escrowee after a review of lien waivers and other documents for the purpose of insuring against claims by a Lien Claimant; and further provided that this right in the Road Authority shall not be construed as granting to any Lien Claimant any right as a third party beneficiary or otherwise to the proceeds of the Financial Assurance;
- (4) reimbursement for emergency actions by the Road Authority to respond to an incident related to construction of the Project to protect public health, and safety; or
- (5) reimbursement for such other actions or costs incurred (erection of traffic control devices, payment for outside consultants and advisors, *et cetera.*) as are provided for under this Agreement.

Section 7: Operations Phase of the Project

During the operations and maintenance phase, commencing on the date that the Project first produces power for commercial sale, not including test power and terminating on the date when the Project ceases permanently to produce power for commercial sale (the "**Operations Phase**"), CW agrees to, and shall cause CW's Parties to, abide by the terms and conditions set forth below. Failure to comply with requirements may result in Notice of Violations and related fines being assessed as provided for in Section 2(E).

- (A) As provided for in Section 6(C), CW shall notify the Road Authority in writing of the Commercial Operation Date and within thirty (30) calendar days after such notice of

the Commercial Operation Date and every year thereafter on the first day of April while the Project is operating, CW shall pay to the Road Authority an annual road maintenance and permit fee of Twenty-Four Thousand Dollars (\$24,000.00); this amount is based upon the Local Roads to be used for Project Construction as set forth on the Project Layout Map (Exhibit A) (the “**Annual Road Maintenance and Permit Fee**”).

If additional Local Roads are added to the Project Traffic Map (as set forth in Section 2(E)(27) or otherwise), the Annual Road Maintenance and Permit Fee shall be adjusted on the basis of \$3,000 for each additional mile under the Road Authority’s jurisdiction as determined by the final Project Traffic Map (all incremental miles shall be rounded up). The Annual Road Maintenance and Permit Fee shall be deposited in the Road District’s Road and Bridge Fund or MFT Fund. The Annual Road Maintenance and Permit Fee shall be and shall be escalated annually thereafter at the rate of two percent (2%).

(B) As needed, CW shall apply for Road Permits from the Road Authority to use Local Roads improved in connection with Project Construction from the Road Authority using the application forms in effect at the time of application and shall not move such vehicles until the necessary permits are issued. The Road Authority shall not unreasonably withhold, delay, charge any fee or otherwise condition such permits. If CW fails to obtain a permit or comply with the terms of an issued permit, then the Road Authority may issue a Notice of Violation and impose a fine of \$1,000.00.

(1) If intersection improvements are needed for vehicle movements, then CW shall provide plans, prepared by an Engineer, for the installation and removal of the proposed intersection improvements which provide for positive drainage at all times. Upon approval of the plans by the Road Authority, CW shall increase the Letter of Credit in an amount equal to 130% of the estimated cost of the intersection work. No Road Permits will be issued until the Letter of Credit is increased. Upon completion of the intersection work and acceptance by the Road Authority, the Letter of Credit can be reduced as provided for in Section 6(C)(3).

(C) As needed, CW shall apply for Access Entrance permits from the Road Authority using the application forms currently in effect at the time of application. CW shall not create an entrance point until the permit is issued. The Road Authority shall not unreasonably withhold, delay, charge any fee, or otherwise condition such permits.

(D) As needed, CW shall apply for Utility Permits from the Road Authority using the application forms currently in effect at the time of application. CW shall not proceed with utility work until the permit is issued. The Road Authority shall not unreasonably withhold, delay, charge any fee, or condition such permits.

(E) CW shall be financially responsible for damage, ordinary wear and tear excepted, to Local Roads caused by Project vehicle traffic during ordinary operations and maintenance of the Project. By way of illustration and not limitation, ordinary operations and maintenance includes activities such as changing the gear oil, coolants, seals, brake pads, and filters; greasing the bearings; adjusting sensors and actuators; and visually

inspecting the blades, tower, and electrical connections and the replacement or refurbishment of these components. Repairing or replacing up-tower components, such as a gear box, generator, or blade(s) on an individual turbine is also an example of ordinary operations and maintenance.

(F) Extraordinary Events. If CW elects to repower any Turbine(s) or is required to perform other extraordinary repair or maintenance such that overweight or oversize vehicles must make multiple, successive deliveries of Turbine parts (including overweight and oversize vehicles needed to move the heavy lift crawler crane) (by way of example and not limitation, multiple nacelles and/or replacement tower segments in contrast, as way of further example and not intended as a limitation by the Parties, repairing a single turbine due to damage caused by a lightning strike or faulty part would not be an Extraordinary Event), (an “**Extraordinary Event**”), CW shall:

- (1) give advance written notice of the intended movements to the Road Authority;
- (2) provide a transportation impact analysis and plan, with a schedule of bridges and culverts to be used and an estimate of pre- and post-construction repairs and estimated costs, similar in form to the information provided when the Project was constructed, all of which is subject to reasonable approval by the Road Authority; and
- (3) provide additional Financial Assurance to the Road Authority to protect the Road Authority from the expense of repair and/or restoration of Local Roads resulting from such Extraordinary Events.

(G) If CW desires use of Local Roads for demolition or decommissioning of the Project as a whole or of individual Turbines, repowering the Project, or for the development of another Project, another road agreement with the Road Authority shall be required.

Section 8: Miscellaneous.

(A) Incorporation of Background Recitals. The recitals set forth in the Background section of this Agreement are hereby incorporated herein and made a part of this Agreement.

(B) Approvals. Whenever the consent or approval of any Party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(C) Remedies and Enforcement. Each of the Parties hereto, their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default is not cured for a period of fifteen (15) calendar days after receipt of a written notice to the

defaulting Party of such default or such longer period for default, that cannot be reasonably cured within fifteen (15) calendar days provided the defaulting party commences the cure within such fifteen (15) calendar day period and diligently pursues a cure of the same, the Party seeking to enforce said provisions shall thereafter have the right to file a breach of contract claim, an action for a declaratory relief and/or to seek the remedies of specific performance and injunctive relief, as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road Authority may, without notice, take remedial action if immediate hazards exist and CW is unable to or fails to take immediate action to make the Local Roads safe for the motoring public and any costs reasonably incurred by the Road Authority in such a circumstance shall be reimbursed by CW.

(D) Due Authorization. CW hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of CW. The Road Authority hereby represents and warrants that this Agreement has been duly authorized, executed, and delivered on behalf of the Road Authority.

(E) Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

(F) Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties except as provided for in Section 2(E)(38) concerning payment of fees for Engineering Services.

(G) Amendments. No waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought. Any amendment or modification to this Agreement shall be in writing and executed by each Party hereto.

(H) Notices. All notices shall be in writing. Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (*e.g.*, Federal Express) with all fees prepaid. Notice may be sent via facsimile to a facsimile number provided or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing by the Party receiving the notice. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

Notices shall be addressed as follows:

If to CW:

Coles Wind, LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Attention: General Counsel
Telephone: 434-220-7595
Facsimile: 434-220-3712
Email: legal@apexcleanenergy.com

If to the Road Authority:

Morgan Township Road District
Ron Hungler, Hwy. Commissioner
16381 N. Co. Rd. 2080 E
Charleston, IL 61920
Telephone: 217-246-4118
Email: Flyem1@consolidated.net

With copy to:

Apex Wind Construction, LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902
Attention: Chris Weatherford
Telephone: 434-270-7157
Facsimile: 434-220-3712
Email:
chris.weatherford@apexcleanenergy.com

With a copy to:

Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, Illinois 61364
Telephone: 815-672-3116
Facsimile: 815-672-0738
Email: shchurney@ktjlaw.com

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

(I) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Agreement.

(J) Commencement of Project. This Agreement shall be void if construction of the Project is not started on or before December 31, 2026, and is thereafter diligently pursued to completion, provided, however, CW's obligations to pay for third party costs incurred by the Road Authority shall survive.

(K) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(L) Forum Selection. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Fifth Judicial Circuit, Coles County, Illinois.

(M) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(N) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives. Except as provided in subsections (1) and (2) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Parties. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, the Road Authority's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the CW pursuant to this Agreement.

(1) CW may, without the consent of the Road Authority, collaterally assign this Agreement to (a) any lender or equity investor (including any tax equity investor) providing financing or refinancing for the Project (including a trustee or agent for the benefit of its lenders) and (b) any power purchaser. However, notwithstanding any provision herein to the contrary, CW shall, in the event of any such permitted assignment, remain bound to the terms of this Agreement unless otherwise agreed by the Parties in writing.

(2) CW may, without the consent of the Road Authority, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate of CW, provided that in each case the assignee assumes and agrees in writing to be bound by the terms of this Agreement, and the assignor shall provide the Road Authority with written notice on or before the effective date of such assignment and assumption, which notice will include the name, address, telephone number, and email address of the person which is authorized to receive any notice required or authorized to be given on behalf of the assignee as provided in Section 8(H) of this Agreement.

(3) CW will not be required to obtain consent of the Road Authority for or in connection with (a) a corporate reorganization of CW or any of its direct or indirect affiliates, or (b) a sale of the Project or transfer of equity interest to any direct or indirect affiliate of CW. Upon a sale or transfer of all of CW's right, title, and interest in the Project, CW shall be released from all of its obligations and liability hereunder, provided that, pursuant to an assignment and assumption of this Agreement, the transferee of the Project assumes and agrees in writing to be bound by the terms of this Agreement, and CW shall provide the Road Authority with written notice on or before the effective date of such assignment and assumption, which notice will include the name, address, telephone number, and email address

of the person which is authorized to receive any notice required or authorized to be given on behalf of the assignee as provided in Section 8(H) of this Agreement.

(O) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(P) Attorney's Fees and Costs. CW agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the ongoing review of compliance with the Agreement in the ordinary course.

(Q) Memorandum of Agreement. A Memorandum of this Agreement, substantially in the form of Exhibit O hereto, shall be recorded with the Coles County Recorder of Deeds by CW at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement.

(R) Construction of Agreement. In the event of any ambiguity in the terms of this Agreement that the Parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road Authority.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Morgan Township Road District

By:

Ron Hungler
Ron Hungler,
Highway Commissioner

Coles Wind, LLC

By:

Scott Koziar
Name: Scott Koziar
Title: Chief Development Officer of the
manager of the sole member of the sole
member of CW Wind, LLC

(LN) Washington
County of Albemarle)

State of Virginia) ss

(LN) Minnesota)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as Chief Development Officer of the manager of the sole member of the sole member of Coles Wind LLC, he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted to him by its managing members.

Given under my hand and notarial seal October 13, 2025.

Lara J Nichols
Notary Public

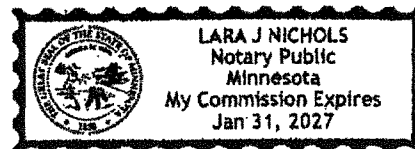


EXHIBIT A

PROJECT LAYOUT MAP

(attached)

EXHIBIT B

FORM OF RIGHT OF WAY EASEMENT AGREEMENT

(attached)

Prepared by:

Coles Wind, LLC
INSERT STREET ADDRESS
CITY, STATE ZIP

Return to:

INSERT NAME
INSERT STREET ADDRESS
CITY, STATE ZIP

(Above Space for Recorder's Use Only)

RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement ("**Agreement**") is made as of the ____ day of _____, 202__ ("**Effective Date**") by and between _____ ("**Owner**"), and Coles Wind, LLC, a Delaware limited liability company ("**Developer**"). Owner and Developer may hereafter be referred to herein individually as a "**Party**" and together as the "**Parties.**"

RECITALS

- A. Owner owns the real property described on Exhibit A ("**Property**").
- B. Developer plans to develop, construct, own and operate a commercial wind energy conversion facility in Coles County, Illinois ("**Project**").
- C. Before construction of the Project, Developer will widen and improve portions of the roads and associated rights-of-way, including installation of culverts to improve drainage.
- D. Developer desires to obtain and Owner desires to grant easement rights necessary to make such road and drainage improvements as set forth in this Agreement.

In consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer hereby agree as follows:

AGREEMENT

1. Grant of Easement.

(a) Owner hereby grants and conveys to Developer a non-exclusive, irrevocable perpetual easement, under, over, across, through and upon a portion of the Property as depicted on the attached Exhibit B ("**Easement Area**") for the purposes of construction and expansion of existing roadways and rights of way, including grading, culvert installation, and general road construction ("**Improvements**"), together with the right of access over and across that portion of

the Property outside the Easement Area as may reasonably be required for construction and maintenance of the Improvements (“**Easement**”). Developer will use reasonable efforts to minimize surface disturbance on the portion of the Property lying outside the Easement Area.

(b) Developer shall repair (including replacement of damaged tile as necessary) any tile damage on the Property caused by Developer’s activities on the Property. Developer’s repairs to drainage tiles shall preserve the function of the tile system as it existed before Developer’s activities on the Property.

2. Assignment to Road Authority. No later than 60 calendar days after completion of construction of the Project, Developer shall assign this Agreement and the Easement to *[applicable road authority]* (“Road Authority”) for public roadway purposes and thereafter the Easement shall be maintained by the Road Authority. Upon such assignment, Road Authority shall have the right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of the Easement Area, and overhead wires, cables, and poles of other structures for the support of such facilities and structures on the Easement Area.

3. Non-Interference. Owner shall not do or permit anyone else to do anything that would adversely affect or interfere with Developer’s or the Road Authority’s use of the Improvements or Easement Area.

4. Default & Remedy. If Developer fails to perform its obligations in this Agreement, Owner shall be entitled to any remedy available under applicable law or equity; provided, however, that no such violation shall result in a termination of the Agreement or any right conveyed or granted in this Agreement. This Agreement shall not be terminable by Owner under any circumstances. Developer shall have the right to terminate this Agreement at any time, by giving written notice of termination to the Owner.

5. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern Owner’s Property and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner’s Property and each Parties’ present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors, and assigns. Upon transfer of Owner’s interest in the Property, or Developer’s interest in this Agreement, the transferring Party shall be deemed released from further obligation or liability under this Agreement as to matters first arising after such transfer.

6. Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement, including in the case of Owner, such additional documents as may be reasonably required for Project permits or any document that may be reasonably required in connection with any financing or sale.

7. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer regarding the subject matter of this Agreement and no promises or representations, express or implied, either written or oral, not set forth in this Agreement shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall only be modified in writing signed by both Parties.
8. Severability. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions in this Agreement unenforceable, invalid, or illegal.
9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

SIGNATURES AND ACKNOWLEDGMENTS FOLLOW

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

OWNER:

Name:

STATE OF ILLINOIS)
) ss.
COUNTY OF COLES)

On the ____ day of _____, in the year 202__ before me, the undersigned, personally appeared _____, an individual personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Owner and Developer have caused this Right of Way Easement Agreement to be executed and delivered as of the Effective Date.

DEVELOPER:

Coles Wind, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, in the year 202__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he is the _____ of Coles Wind, LLC, a Delaware limited liability company.

Notary Public

RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT A
DESCRIPTION OF PROPERTY

RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
EASEMENT AREA

EXHIBIT C

PLAN OF DAY FORM

(attached)

**PLAN OF THE DAY
PUBLIC ROADWAYS**

Date: ____/____/____

Page ____ of ____

**MAP OF
WORK AREA
ATTACHED**

Roadway: _____ From: _____ To: _____

☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ____/____/____

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? _____ Have they been notified? ☐ Yes ☐ No

Scope of Work:

☐ Culvert(s): _____

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal Coat

☐ Other: _____

Roadway: _____ From: _____ To: _____

☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ____/____/____

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? _____ Have they been notified? ☐ Yes ☐ No

Scope of Work:

☐ Culvert(s): _____

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal Coat

☐ Other: _____

Roadway: _____ From: _____ To: _____

☐ Full Closure ☐ Partial Closure Expected Date of Reopening: ____/____/____

Will residents living along the roadway have access? ☐ Yes ☐ No

From which direction? _____ Have they been notified? ☐ Yes ☐ No

Scope of Work:

☐ Culvert(s): _____

☐ Soil Cement Stabilization

☐ Aggregate Capping

☐ Roadway Preparation

☐ Seal Coat

☐ Other: _____

EXHIBIT D

NOTICE OF PRE-CONSTRUCTION COMPLETION

NOTICE OF PRE-CONSTRUCTION COMPLETION

(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept.
825 18th Street
Charleston, IL 61920
Phone 217-348-0527

_____ Morgan Township Road District
16381 N. Co. Rd. 2080 E.
Charleston, IL 61920
Phone: 217-246-4118

_____ Seven Hickory Township Road Dist.
14377 Onyx Street
Charleston, IL 61920
Phone: 217-232-5834

RE: Coles Wind, LLC – [Road Authority Name] Road Agreement
Dated [insert date], 202____ (the “Road Agreement”)

Dear Road Authority:

Please be advised that Coles Wind has completed the Pre-Construction Preparatory Work, including dust control surface treatment, to the nearest mile as required by the Road Agreement at the following location(s):

Coles Wind requests that the Road Authority issue a Notice to Proceed allowing use of the identified roads within five (5) business days of receipt of the Notice.

Sincerely,

Name, Title

EXHIBIT E

NOTICE TO PROCEED FORM

NOTICE TO PROCEED

TO: _____

RE: *Coles Wind Farm Project*

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the pre-construction work performed on behalf of Coles Wind as required by the Road Agreement in the following location(s):

The following public roads may now be used for Project construction:

Sincerely,

By: _____

Name: _____

Title: _____

EXHIBIT F

UTILITY PERMIT FORM

(attached)

UTILITY PERMIT APPLICATION – COLES WIND PROJECT
(Select Appropriate Road Authority Jurisdiction)

Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

Applicant Name: _____

Address: _____

Contact Person and Phone Number: _____

Permission is hereby granted by the Road Authority to perform the following work along
County / Road District Highway: _____

Location Site: _____

Work Description (Size, Type, Nature, and Extent): _____

Estimated completion date: _____

Submitted by:

Signature	Date
--	---

Print Name	And
---	-----

Signature of Property Owner	Date
--	---

Print Name of Property Owner	
---	--

APPROVED WITH ATTACHED CONDITIONS:

1. No open cutting of roadways, underground utilities must be either bored or jacked.
2. All disturbed right-of-way areas by applicant must be restored to their previous condition. The County Engineer (Highway Commissioner) or his agent shall be the final and sole decision maker as to whether said highway has been restored to a condition similar or equal to that existing before the commencement of said work. No equipment, in the opinion of the County Engineer (Highway Commissioner), that may be detrimental to the roadway or the road surface may be used. The applicant shall reimburse the County (Road District) at contract rates for any reasonable repairs the County (Road District) deems necessary to the existing highway due to said work.
3. The applicant shall at all times provide for the protection of workers, the traveling public, and the work area. All traffic control provisions of the Manual on Uniform Traffic Control Devices must be adhered to. All traffic control devices utilized shall be in accordance with the current MUTCD. The applicant shall assume all risk and liability for accidents and damages that may accrue to persons or property resulting from this work. The applicant further agrees to indemnify and hold harmless the County of Coles (Road District), or any of its agents, employees, or the like, as set forth in that certain Road Use Agreement between the applicant and the County of Coles (Road District).
4. Any future adjustment necessary to the utility line as a result of the reconstruction or relocation of the County (Road District) highway shall be at the sole expense of the utility company or that of the applicant, and the applicant agrees to hold the County (Road District) harmless from any fees, fines, or penalties if may be charged as a result of said relocation.
5. All bore pits shall be a minimum of 10 feet off the edge of the right-of-way.
6. This agreement is binding not only on the applicant but also on the applicant's employees, successor, assigns, subcontractor, or any other person who finds or assists in the funding of the proposed installation or assumes the responsibility for the care and maintenance of the proposed installation after its completion. The applicant agrees that he has a mandatory duty to inform his employer, successor, assigns, or any person who subsequently assumes responsibility for the care and maintenance of said completed installation of the existence of this agreement.
7. If the utility needs to be exposed in conjunction with any Highway Department (Road District) work, the applicant shall be responsible for coordinating such exposure with the utility company. The applicant agrees to hold the County (Road District) harmless from any action resulting from the applicant's failure to undertake said coordination.
8. The applicant shall be responsible for repairs of pavement caused by settling due to the disturbance of the embankment and/or when underground utilities must be bored or jacked under the roadway.
9. Additional Permittee Responsibilities: Obtaining a Right-of-Way Permit does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority to enter upon the property and to pay all fees required by other applicable rule, law, or regulation. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations and is responsible for all work done in the Right-of-Way pursuant to its permit, regardless of who does the work.

Comments by County Engineer / Highway Commissioner:

Approved with above conditions as outlined.

Permit #: _____

Approved_____

Date_____

Print Name_____

Title_____

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT
ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING THIS
PERMIT.

EXHIBIT G

ACCESS ENTRANCE PERMIT APPLICATION FORM

(attached)

ACCESS ENTRANCE PERMIT APPLICATION– COLES WIND PROJECT
(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	_____ Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
_____ Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

Location of Improvement

Road Name: _____ (Street, Ave.) Co. Highway # (if applicable) _____

Location or Nearest Cross Street: _____

Project Name: _____ COLES WIND FARM _____

Type of Permit Requested: _____

Date Applied: _____ Turbine # (if applicable): _____

Applicant Information

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: (_____) _____ Email address: _____

Contractor

(If work done by other than Applicant)

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: (_____) _____ Email address: _____

Engineer

(If more than one firm please list the prime.)

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: (____) _____ Email address: _____

Documentation

Please attach copies of all drawings, plan sheets, spec sheets, construction schedules and other documentation necessary to complete the permit.

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT
ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING
THIS PERMIT.

Signatures

Signature Date_____

Print Name

Approved_____ Date_____

Print Name_____ Title_____

EXHIBIT H

FORM OF SWORN STATEMENT

COLES WIND ROAD USE AGREEMENT SWORN STATEMENT [MONTH] [DAY], 202[YEAR]

Coles Wind, LLC (“CW”) has entered into that Road Use Agreements with Coles County, the Morgan Township Road District, and the Seven Hickory Township Road District (the “**Agreements**”), which govern the rights and obligations of CW and the local road authorities with respect to construction of the wind energy generating facility (the “**Project**”) and CW’s use of roads and appurtenances operated and maintained by the local road authorities for construction of the Project.

In accordance with the requirements of the Road Use Agreements, [name of contractor or supplier] (the “**Contractor**”) has agreed to provide this sworn statement certifying that:

1. Contractor has received and read a copy of a Project Road Use Agreement, including the exhibits.
2. Contractor agrees to abide by the terms and conditions of the Road Use Agreement applicable to use of the roads under the Road Authority’s jurisdiction, including but not limited to the overweight/oversize permits issued by the Road Authority, and to provide a copy of the Road Use Agreement to any subcontractors and independent contractors performing work on the Local Roads.

All capitalized terms used and not otherwise defined shall have the meaning ascribed to them in the Agreement.

CONTRACTOR
[name of contractor or supplier]

By: _____
Name: _____
Title: _____

EXHIBIT I

OVERWEIGHT/OVERSIZE VEHICLE PERMIT FORM

(attached)

OVERWEIGHT/OVERSIZE VEHICLE PERMIT APPLICATION

(Select Appropriate Jurisdiction)

_____ Coles County Highway Dept. 825 18th Street Charleston, IL 61920 Phone: 217-348-0527	_____ Morgan Township Road District Ron Hungler 16381 N. Co. Rd. 2080 E. Charleston, IL 61920 Phone: 217-246-4118
_____ Seven Hickory Township Rd. Dist. Rick Madlem 14377 Onyx Street Charleston, IL 61920 Phone: 217-232-5834	

COLES WIND FARM PROJECT

Turbine # (if applicable) _____

Vehicle Owner _____

Person Requesting Permit _____

Address _____

Telephone No. _____ FAX No. _____

Email _____

Type of Load _____ Gross Weight _____ Length (kingpin to rear axle) _____

Make of Truck _____ License No. _____ No. of Axles _____

Overall Dimensions: Width _____ Height _____ Overall Length _____

Origin of Move _____

Local Highway Routes _____

Termination Point _____

PERMIT IS SUBJECT TO TERMS AND CONDITIONS OF ROAD USE AGREEMENT ENTERED INTO BY COLES WIND, LLC AND THE ROAD AUTHORITY ISSUING THIS PERMIT.

If there are any discrepancies between this form and the Road Use Agreement, the Road Use Agreement shall control.

- Permits must be in the vehicle and available to be inspected by police or representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives.
- Oversize loads use the Local Roads during daylight hours only.
- This permit does not preclude compliance with other existing laws which may apply to the movement.
- LOCATIONS WHERE PERMIT IS NOT VALID:** The permit is not valid on any highway or bridge posted for a load limit less than the gross weight on the move, on any highway closed to traffic, or on any highway not maintained by the Road Authority issuing this permit. The permittee must obtain permission from the Coles County Highway Department for moves on County Highways, individual Road District Highway Commissioner for moves on Road District roads, from IDOT for moves on State Highways, and from the municipality for moves on city streets.
- This weight permit is subject to reduction or revocation when weather conditions warrant. Notice of change to be by telephone or fax.

EFFECTIVE DATES FOR PERMIT: _____

APPROVED: _____ Title: _____

Print Name: _____ Date: _____

MOVING PERMIT GENERAL PROVISIONS

READ YOUR PERMIT BEFORE STARTING YOUR MOVE

THIS FORM IS PART OF YOUR PERMIT: The conditions and restrictions listed in this form govern the movement of vehicles or objects authorized by this permit.

PERMIT TO ACCOMPANY MOVEMENT: The driver of the vehicle shall have the permit, in written or electronic form, in their possession during the movement and shall show said permit, on demand, to any law enforcement and/or any authorized representatives of the road authority issuing this permit, that is, County Highway Department or Road District representatives. The permit covers only the person or firm designated as Permittee and is not transferable.

AGREEMENT: The acceptance of the permit by the Permittee constitutes an agreement that the movement will be made strictly in compliance with the terms set forth in the permit.

AXLE SPACINGS: The spacing requirements for all overweight loaded routine & superload permits, as well as all towed routine permits are as follows: the spacing between the steer axle & the first axle on the tractor tandem may not be less than 8'1", the spacing before the first axle of the trailer may not be less than 18'6", the sum of all axle spacings must be at least 43'6". All towed permits that do not meet these minimum spacing requirements will automatically be moved and considered/processed as a superload permit.

FLASHING OR ROTATING AMBER LIGHT: All loads must display an operable oscillating, rotating, or flashing amber light(s) when moving under oversize/overweight permit authority. If the load blocks visibility of the amber light(s) from the rear, a light must be displayed at the rear of the vehicle.

HIGHWAY CONDITIONS IN INCLEMENT WEATHER: Moves shall not be made when highway is covered with snow or ice, or when visibility is unduly impaired by rain, snow, fog, smog, or at any time travel conditions are considered to be unsafe by the Illinois State Police (ISP). ISP may direct or escort a vehicle off the roadway to a place of safety.

SPEED: Maximum speed shall be 5 MPH below the posted speed limit, EXCEPT when otherwise specified in this permit. Legal weight, legal height movements up to and including 10 feet wide are allowed to travel at the legal maximum speed limit.

ESCORT VEHICLES: One civilian escort (1 front-1 back) is required for all moves that exceed 14'6" wide, 14' 6" high, or exceed 110' long. Two civilian escorts are required for all moves that have a combination of 2 or more of these. Three civilian escorts are required for all moves that exceed 16' wide, 145' long, or exceeds 18' high. ISP escorts are required for all moves that exceed 18' high, 18' wide, or 200' long and must be set up 24 hours before moving. See IDOT Policy Section 554.407 and 554.408.

OVERLENGTH OBJECTS: Movements of objects over 80' in length shall be equipped with 2 operating flashing amber lights-1 over the cab of the vehicle and the other within 10' of the rear of the object, mounted as high as practicable.

OVERSIZE LOAD SIGNS: OVERSIZE LOAD signs are mandatory on the front and rear of vehicles for loads over 10' wide, or 14' 6" high, or 75' long. Standard weights 25k per axle or less.

RED FLAGS: The extremities of all oversize vehicles, vehicle combinations or loads, and all protruding objects shall be marked with clean red flags not less than 18" square.

EXHIBIT J NOTICE OF VIOLATION FORM

NOTICE OF VIOLATION

Deliver to:

Coles Wind, LLC With copy to: Apex Wind Construction, LLC 310 4th St. N.E., Suite 300 Charlottesville, VA 22902 Attention: General Counsel Telephone: 434-220-7595 Facsimile: 434-220-3712 Email: legal@apexcleanenergy.com	Method of Delivery (Select all that apply) ☐ Email ☐ Overnight Delivery ☐ Personal Delivery to construction manager at site ☐ Facsimile
---	--

Date: _____

Notice is hereby given to Coles Wind, LLC ("CW") that a violation of the Road Use Agreement entered into by the Road Authority and CW has occurred.

Check one:	Type of Violation:	Fine:	Notes:
	Road closure exceeds 3 hours or other approved time	\$1,000 (each 30 minutes)	
	Use of non-construction road	\$5,000	
	Failure to remediate road hazard	\$1,000	
	Failure to obtain Road Permit	\$1,000	
	Failure to provide notice of road closure	\$5,000	
	Failure to provide dust control	\$2,500	
	Traffic control deficiency	\$2,500	
	Improper steel tracked vehicle crossing	\$2,500	

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

Additional Notes: _____

Signature: _____ Print Name: _____

Title: _____

Fine must be paid within 30 days of receipt of this Notice and be delivered to:

_____ **Road District / Coles County Highway Department**

Address: _____

EXHIBIT K

AUTHORIZATION FOR RELEASE OF DELIVERY TICKETS

Authorization to Release Delivery Tickets

To: _____

On behalf of Coles Wind, LLC, you are hereby authorized to disclose to the Coles County Highway Department, the Morgan Township Highway Commissioner, and/or the Seven Hickory Township Highway Commissioner any requested delivery tickets concerning deliveries to the development commonly known as the Coles Wind Farm.

Dated: _____, 2025

Print Name: _____

Title: _____

EXHIBIT L

NOTICE OF ACCEPTANCE

Coles Wind, LLC
INSERT ADDRESS
INSERT CITY, STATE ZIP

RE: *Coles Wind – [Road Authority Name] Road Agreement*
Dated [insert date], 202[YEAR]

Dear Reader:

Please be advised that the [INSERT ROAD AUTHORITY NAME] accepts the post-construction road repair work performed on behalf of Coles Wind as required by the Road Agreement for the road repair work in the following location(s):

[FOR THE FINAL ACCEPTANCE OF ALL POST-CONSTRUCTION ROAD WORK, THIS PARAGRAPH SHALL BE USED Pursuant to the Road Agreement, the Date of Acceptance of the post-construction road repair work is deemed to be the date of this letter.]

Sincerely,

Name, Title

EXHIBIT M

ESCROW AGREEMENT FORM

(attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Escrow Agreement”) dated *INSERT DATE , 202__ is entered into by, between, and among Coles County, Illinois; the Morgan Township Road District; and the Seven Hickory Road District (individually referred to as a “Road Authority” and collectively as the “Road Authorities”); Coles Wind, LLC, a Delaware limited liability company, and referred to herein as “CW;” and the Coles County Treasurer (the “Escrow Agent”). The Road Authorities, CW, and the Escrow Agent may each be referred to herein as a “Party” and together, as the “Parties.”

BACKGROUND RECITALS

- A. The Road Authorities and CW have entered into Road Use Agreements dated *October 14 , 2025 (each a "Road Use Agreement") for CW’s use of the roads under the Road Authorities’ respective jurisdiction for the development, construction, operation, and maintenance of a wind energy generating facility known as the Coles Wind Farm (the “Project”).
- B. The Road Use Agreements require CW to provide financial security to the Road Authorities in the form of an escrow account which will be used to fund payment of any reimbursables (e.g., engineering fees) on a thirty (30) calendar day cycle while the Project is under construction.
- C. The Road Use Agreements require CW to provide financial security to the Road Authorities during the Operations Phase of the Project as those terms are defined in the Road Use Agreements.
- D. The Escrow Agent is willing to establish an escrow account on the terms and subject to the conditions set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties hereto agree as follows.

- 1. Appointment of the Escrow Agent. CW and the Road Authorities appoint the Escrow Agent as their agent for the purpose of receiving, depositing, and disbursing the funds on deposit in the Escrow Account (as defined below) and the Escrow Agent hereby accepts such designation and appointment and agrees to accept, deposit, and disburse on the terms hereof the funds that are delivered to it.
- 2. Establishment of the Escrow Account. The Escrow Agent shall (a) establish and maintain an interest bearing special segregated escrow account (the “Escrow Account”) in the name of “CW for the benefit of the CW Wind Project Road Authorities,” (b) receive cash deposits as described in Section 3 hereof; and (c) make disbursements of funds on deposit in the Escrow Account in accordance with the provisions of Section 4. The Escrow Agent agrees to maintain the Escrow Account pursuant to the terms and conditions of this Escrow Agreement until the Escrow Account is terminated in accordance with Section 7.

3. Initial Funding of the Escrow Account. Within three (3) business days of its execution of this Escrow Agreement, CW shall cause to be wired to the Escrow Account in accordance with wire transfer instructions provided by the Escrow Agent, the sum of One Million Dollars (\$1,000,000.00) (the "Escrow Funds"). The Escrow Agent shall deposit the Escrow Funds in an account at a financial institution located in Coles County, Illinois, and by the execution of this Escrow Agreement, the Parties agree that such funds will only be disbursed in accordance with the instructions set forth in this Escrow Agreement and in accordance with a corresponding Road Use Agreement. The amount on deposit in the Escrow Account shall not be deemed to be the limit of CW's financial responsibilities under this Escrow Agreement. Should the fees, costs, and expenses incurred by the Road Authority to cure any defaults by CW or to enforce the terms of the Letter of Credit exceed the amount of the Escrow Funds, CW shall remain liable for any additional fees, costs, and expenses to the extent allowed and set forth in the Road Use Agreement. If a Road Authority, in an action to enforce the terms of the Letter of Credit, actually recovers attorney's fees, court costs, and other expenses from the Issuer, and such fees, court costs, and other expenses had previously been disbursed to the Road Authority from the Escrow Account pursuant to this Escrow Agreement and a corresponding Road Use Agreement, then the Road Authority will deposit such recovered sums in the Escrow Account to be held in accordance with the terms of this Escrow Agreement.
4. Disbursements from the Escrow Account. The Escrow Agent shall make disbursements from the Escrow Account for the following reasons.
 - (a) Upon receipt of a disbursement direction by the Road Authorities and CW giving notice that the Operations Phase of the Project has expired and the Escrow Account can be closed, the Escrow Agent shall disburse all remaining funds, including any accrued interest, in the Escrow Account to CW and shall close the Escrow Account. A disbursement direction shall be substantially in the form of Exhibit A hereto.
 - (b) Upon receipt of a disbursement direction by a Road Authority, in the form of the disbursement direction attached hereto as Exhibit B, directing the Escrow Agent to disburse Escrow Funds for engineering fees and expenses or similar out of pocket expenses incurred by a Road Authority, or amounts due to a Road Authority and not paid in a timely manner or an Annual Road Maintenance and Permit Fee not paid in a timely manner pursuant to a Road Use Agreement by CW during the Operations Phase of the Project.
 - (c) Upon receipt of an agreed to disbursement direction by the Road Authorities and CW, in the form of the disbursement direction attached hereto as Exhibit C, for agreed upon purposes including to reduce the escrow account to \$159,000.00 per Section 6 of the Road Use Agreements.

Disbursements shall be made within five (5) business days. Nothing in this Agreement will limit the Road Authority's rights under Section 5-111 of the Uniform Commercial Code as in effect in the State of Illinois.

5. Duties of the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Escrow Agreement.

- (a) Within five (5) business days of receipt of a statement from the financial institution where the Escrow Account is established, the Escrow Agent will mail to CW a copy of the bank statement received by the Escrow Agent.
- (b) The Escrow Agent shall not be under any duty to give the amounts on deposit in the Escrow Account any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder.
- (c) The Escrow Agent shall not be required to inquire as to its performance or observation of any obligation, term, or condition under any other agreement or arrangement between CW and a Road Authority.
- (d) The Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instructions, instruments, documents, or other items delivered to it by any Party, and the Escrow Agent shall be fully protected in acting in accordance with any written direction or instructions given to it under, or pursuant to, this Escrow Agreement and believed by it to be authentic unless it shall have been guilty of gross negligence or willful misconduct.
- (e) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining the amounts on deposit in the Escrow Account, unless the Escrow Agent receives (i) written instructions, signed on behalf of the Party who delivered the ambiguous or uncertain notice, instruction, or other communication originally, which eliminates such ambiguity or uncertainty or (ii) security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses it may incur by reason of so acting.
- (f) The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent shall be under no liability to any Party hereto by reason of any failure on the part of any Party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Escrow Agreement, and except for notices or instructions to the Escrow Agent under this Escrow Agreement, the Escrow Agent shall not be obligated to recognize any agreement to which CW or a Road Authority is a party, notwithstanding that references thereto may be made herein and whether or not the Escrow Agent has knowledge thereof.
- (g) The Escrow Agent shall not be bound by any waiver, modification, termination, or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.
- (h) This Agreement shall not be deemed to create a fiduciary relationship among the Parties hereto under state or federal law.

- (i) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Escrow Agreement or for any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any Party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Escrow Agreement.
- (j) The Escrow Agent shall be and is hereby released from any and all liability for any disbursement of any amounts as may be made by the Escrow Agent in accordance with a Road Authority's instructions or direction pursuant to the terms and conditions of this Escrow Agreement, other than liability incurred as a result of its gross negligence or willful misconduct.
- (k) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.
- (l) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel except as a result of the Escrow Agent's gross negligence or willful misconduct.

6. Resignation or Removal of the Escrow Agent.

- (a) The Road Authorities may remove and replace the Escrow Agent at any time, with the written consent of the CW, by giving to the Escrow Agent and CW thirty (30) calendar days' prior written notice, which notice shall include the name of the successor Escrow Agent, if any, and if no successor Escrow Agent has been selected, the Road Authorities and CW shall jointly select a successor. If the Road Authorities and CW cannot agree as to a successor Escrow Agent within a reasonable time period, a Party may apply to a court of competent jurisdiction for such appointment.
- (b) The Escrow Agent may resign at any time by giving to the Road Authorities and CW sixty (60) calendar days' prior written notice. A resignation shall not become effective until a successor Escrow Agent has been appointed. Within thirty (30) calendar days after the Road Authorities' and CW's receipt of the foregoing notice of resignation from the Escrow Agent, the Road Authorities, with the written consent of CW, shall appoint a successor Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such thirty (30) day period, the Escrow Agent may apply to a court of competent jurisdiction located in Coles County for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid equally by the Parties unless written consent to the proposed successor Escrow Agent was unreasonably withheld by CW, in

such event, CW shall solely be responsible for the Escrow Agent's costs and expenses in connection with such proceeding. Any successor Escrow Agent must be a creditworthy banking institution that is reasonably acceptable to the Road Authorities and CW.

(c) Upon receipt of notice of the identity of the successor Escrow Agent, the Escrow Agent shall immediately deliver the funds on deposit in the Escrow Account then held hereunder to the successor Escrow Agent or otherwise cooperate with the successor Escrow Agent so that the successor Escrow Agent has authority over the account where the Escrow Funds are on deposit. Upon delivery of the funds on deposit in the Escrow Account to the successor Escrow Agent or transfer of authority over the Escrow Account, the Escrow Agent shall have no further duties, responsibilities, or obligations hereunder.

7. Termination. This Escrow Agreement shall terminate (a) upon the release of all funds on deposit in the Escrow Account to either a Road Authority (or Road Authorities depending upon the existing circumstances) or CW in accordance with Section 4 of this Agreement or (b) upon notice from the Road Authorities that the Escrow Account is no longer needed pursuant to the terms of the Road Use Agreements.

8. Miscellaneous.

(a) The Recitals set forth above are hereby incorporated herein and made a part of this Escrow Agreement.

(b) Section headings contained in this Escrow Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Escrow Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

(c) CW shall reimburse the Escrow Agent for all reasonable and customary fees or costs incurred by the Escrow Agent.

(d) CW agrees to indemnify and hold the Escrow Agent harmless against any liabilities, losses, claims, damages, and expenses, including reasonable attorneys' fees, the Escrow Agent may incur by reason of or under this Agreement other than as a result of willful misconduct or negligence of the Escrow Agent.

(e) Any capitalized term used but not defined herein shall have the meaning given to such term in the Road Use Agreement.

(f) This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Escrow Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Escrow Agreement.

- (g) If any provision of this Escrow Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Escrow Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- (h) This Escrow Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Escrow Agreement supersedes any prior agreements or understandings by and between the Parties. Any amendment or modification to this Escrow Agreement must be made in writing. This provision may not be orally waived.
- (i) The notice provisions and Parties' addresses as set forth in the Road Use Agreement shall apply to this Escrow Agreement as if set forth *verbatim* herein. Notices to the Escrow Agent shall be addressed as follows:

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

- (j) This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, (the state in which this Escrow Agreement is deemed to have been executed and delivered), irrespective of any conflict of laws provisions. Any disputes arising out of, related to, or connected with this Escrow Agreement shall be litigated in the Circuit Court for the Fifth Judicial Circuit, Coles County, Illinois.
- (k) This Escrow Agreement shall be deemed to have been prepared by CW and shall be construed against CW as the drafter, preparer, and producer of the language herein.

IN WITNESS WHEREOF, the parties hereto executed this Escrow Agreement as of the first date hereinabove written.

(SIGNATURES ON FOLLOWING PAGE)

Coles County, Illinois

By: EXHIBIT Not for Execution
Name: Darrell Cox
Title: Chairman

Attest:

By: EXHIBIT Not for Execution
Julie Coe, Clerk

Coles Wind, LLC,
a Delaware limited liability company

By: EXHIBIT Not for Execution
Name: Scott Koziar
Title: Chief Development Officer of the
Sole Member of the Sole Member of Coles
Wind, LLC

County of Albemarle)
) ss
State of Virginia)

Morgan Township Road District

By: EXHIBIT Not for Execution
Ron Hungler
Highway Commissioner

Seven Hickory Township Road District

By: EXHIBIT Not for Execution
Rick Madlem
Highway Commissioner

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his capacity as Chief Development Officer of the Sole Member of the Sole Member of Coles Wind, LLC, he signed and delivered said instrument as the free and voluntary act of said company and in sole managing member.

Given under my hand and notarial seal ____, 2025.

Notary Public

ESCROW AGENT:

By: EXHIBIT Not for Execution
George Edwards,
County Treasurer

EXHIBIT A: DIRECTION TO ESCROW AGENT PER SECTIONS 4(a)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Dear Treasurer:

The undersigned, on behalf of [Road Authority] (the “Road Authority”) and Coles Wind, LLC, referred to herein as “CW,” respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated _____, 2025 and entered into by you, the Road Authorities and CW as follows herein.

(Select as appropriate)

The Operations Phase of the Project has expired and the Escrow Account can be closed. You are hereby directed to disburse all remaining funds, including any accrued interest and less any wire transfer fees, in the Escrow Account to CW and to close the Escrow Account. Set forth below are wiring instructions for the transfer of funds to CW.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to CW in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on _____, 20 .

[Road Authority]

Coles Wind, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

INSERT SIGNATURE LINES FOR MORGAN & SEVEN HICKORY TOWNSHIP ROAD DISTRICTS

EXHIBIT B: DISBURSEMENT DIRECTION UNDER SECTION 4(b)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Coles Wind, LLC
310 4th Street NE, Suite 300
Charlottesville, VA 22901
ATTN: General Counsel

Dear INSERT NAME:

The undersigned, on behalf of [Road Authority] (the "Road Authority") hereby certifies to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated _____, 2025, and entered into by you, the Road Authority and Coles Wind, LLC ("CW") as follows herein.

A) The Road Authority(ies) has/have incurred reasonable direct costs for oversight and management of the inspection process including but not limited to engineering fees incurred in connection with Preliminary Work, Pre-Construction Preparatory Work, Project Construction Work, and Road Work and/or fees and reasonable expenses with its Engineer or other consultant in reviewing Local Road conditions, coordinating traffic, and monitoring the condition of culverts and drainage structures or other Local Road appurtenances related to the Coles Wind Farm.

OR

B) A payment is due to the Road Authority from CW which has not been paid in a timely manner and in accordance with the terms and conditions of the Road Use Agreement, the Road Authority provided notice of a default to CW and CW failed to cure the default in accordance with Section 6(F) of the respective Road Use Agreement(s).

Based on the foregoing, the Road Authority hereby demands under the Escrow Agreement payment of INSERT AMOUNT Dollars (\$ _____), which amount does not exceed the available amount in the Escrow Account as of the date hereof.

Funds requested hereby shall be wire transferred to the Road Authority in accordance with the following instructions: For other delivery directions as appropriate]

IN WITNESS WHEREOF, the undersigned has executed and delivered this disbursement direction on _____, 20_.

[Road Authority]

By _____

Name _____

Title: County Engineer or County Board Chair or Highway Commissioner

Copies to: OTHER ROAD AUTHORITIES

EXHIBIT C: DIRECTION TO ESCROW AGENT PER SECTIONS 4(c)

INSERT DATE

Coles County Treasurer
651 Jackson Ave # 124
Charleston, IL 61920

Dear Treasurer:

The undersigned, on behalf of [Road Authority] (the “Road Authority”) and Coles Wind, LLC, referred to herein as “CW,” respectively, hereby certify to you in your capacity as Escrow Agent pursuant to an Escrow Agreement dated *INSERT, 2025 and entered into by you, the Road Authorities and CW as follows herein.

(Select as appropriate)

CW has given notice of the Commercial Operation Date as provided for in Section 6(C), and the Escrow Account can be reduced to One Hundred Fifty-Nine Thousand Dollars (\$159,000.00). You are hereby directed to disburse all funds in excess of this amount in the Escrow Account to CW. Set forth below are wiring instructions for the transfer of funds to CW.

[INSERT IF APPROPRIATE] Funds requested hereby shall be wire transferred to CW in accordance with the following instructions:

IN WITNESS WHEREOF, the undersigned have executed and delivered this [disbursement or adjustment] direction on _____, 20 .

[Road Authority]

Coles Wind, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

INSERT SIGNATURE LINES FOR THE MORGAN & SEVEN HICKORY TOWNSHIP
ROAD DISTRICTS AND OTHERS IF APPROPRIATE

EXHIBIT N

LETTER OF CREDIT FORM

BENEFICIARY

INSERT ROAD AUTHORITY

ATTN: INSERT TITLE OR NAME

ADDRESS

CITY, STATE ZIP

APPLICANT

Coles Wind, LLC

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

INSERT MONTH DAY, YEAR

Irrevocable Letter of Credit No. _____

Stated Amount: US\$ _____

Effective Date: _____

Issuer: _____

STREET ADDRESS

CITY, STATE ZIP

Ladies and Gentlemen,

We irrevocably authorize you to draw on us from time to time for the account of the INSERT ROAD AUTHORITY, Coles County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to INSERT ADDRESS INFORMATION, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile (____) _____, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Central Time on any Business Day, payment will be made not later than 3:00 P.M. Central Time on the following Business Day and if a draw request is so presented to us after 11:00 A.M. Central Time on any Business Day, payment will be made on the second succeeding Business Day not later than 1:00 P.M. Central Time. Payment under this Letter of Credit shall be made

in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days before any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

If a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary and to Sheryl H. Churney, Klein, Thorpe & Jenkins, Ltd., 7 Northpoint Drive, Streator, Illinois 61364, 815-672-0738 (facsimile) and to the Coles County State's Attorney, 651 Jackson Ave #330, Charleston, IL 61920. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited, or amplified by reference to any other document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (“UCP600”) and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court of the Fifth Judicial Circuit, Coles County, Illinois.

BANK NAME

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to:
Coles Wind, LLC
STREET ADDRESS
CITY, STATE ZIP

Ladies and Gentlemen,

The undersigned INSERT TITLE on behalf of the INSERT ROAD AUTHORITY, Coles County, Illinois (the “Beneficiary” hereunder) hereby requests a draw in the amount of \$ _____ (this “Draw”) against the Irrevocable Letter of Credit _____ dated _____, 202__, (the “Letter of Credit”), issued by INSERT ISSUING BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents, and warrants that:

- A) This Draw is authorized by the INSERT ROAD AUTHORITY – Coles Wind, LLC (“CW”) Road Use Agreement dated Insert Month Date, Year entered into by and between CW and the Beneficiary (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded.
- C) The Beneficiary has given written notice of such default to CW in accordance with the terms of the Road Agreement and CW has failed to cure the default within fifteen (15) days after receipt of the written notice.

OR

- ___) Beneficiary has received notice from the Letter of Credit Issuer of its intention not to extend the Letter of Credit beyond the current expiration date and Applicant has

failed, before the close of business on [] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to the Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement.]

- D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.
- E) You are directed to make payment of this Draw to _____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____, 202__.

Insert Road Authority
as Beneficiary

By: _____
Name: _____
Title: _____

EXHIBIT O

MEMORANDUM OF AGREEMENT FORM

(attached)

Prepared by:

Coles Wind, LLC
INSERT STREET ADDRESS
INSERT CITY STATE ZIP

Return to:

Sheryl H. Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, Illinois 61364
Telephone: 815-672-3116

MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that a Road Use Agreement was entered into by and between the INSERT NAME OF THE ROAD AUTHORITY (the “**Road Authority**”) and Coles Wind, LLC (“**CW**”) concerning use of Local Roads (“**Agreement**”) under the jurisdiction of the Road Authority and affecting real estate in the following sections of INSERT NAME Township:

Township, ____ – Range, ____ – Sections ____

The Agreement imposed obligations upon CW related to use of local roads for the construction of the Coles Wind Farm. Under the Agreement, the Road Authority grants CW the right to use the rights-of-way of the local roads for installation of transmission, communication, and collection system cable, subject to the terms and conditions of the Agreement.

[signatures and acknowledgments on next page]

Coles Wind, LLC

By: _____

Name: Scott Koziar

Title: Chief Development Officer of
the manager of the sole member of the
sole member of Coles Wind, LLC

County of Albemarle)
) ss
State of Virginia)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Scott Koziar, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in his/her capacity as Chief Development Officer of the manager of the sole member of the sole member of Coles Wind, LLC, s/he signed and delivered said instrument, as the free and voluntary act of said company and in accordance with authority granted to him/her by its managing members.

Given under my hand and notarial seal
_____, 202__.

Notary Public