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CHAMPAIGN CO. P & Z DEPARTMENT

RECLAMATION AGREEMENT
Case 696-S-11

KNOW ALL MEN BY THESE PRESENTS, that California Ridge Wind Energy LLC, (“Principal”) and the Landowners are firmly bound unto Champaign County, State of Illinois (“Champaign County”), as set forth in this Reclamation Agreement to satisfy requirements of the Zoning Ordinance. Principal and Champaign County are sometimes referred to in this Reclamation Agreement as a Party or collectively as the Parties. Principal is firmly bound to Champaign County in the sum of the Financial Assurance (as defined below), well and truly provided unto Champaign County and said Principal binds itself, their successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION is such that:

WHEREAS, Champaign County has approved, or will approve, as a Special Use to the Champaign County Zoning Ordinance (“Zoning Ordinance”), the Principal's proposal to construct and install the Project. As part of the requirements for the approval of said Zoning Case, the Principal has entered into this Reclamation Agreement with Champaign County to provide for the final removal of the below ground and above-ground portions of the said Project and the structure supporting the said Project and any associated site grading and soil erosion control as may be necessary in accordance with the applicable laws and with the applicable ordinances and codes of Champaign County as related to Project decommissioning requirements.

NOW, THEREFORE, to fulfill the relevant requirements of the approval of Case 696-S-11, the conditions of this Reclamation Agreement are as follows:

- (1) This “Reclamation Agreement” shall consist of the following documents:
 - (a) This writing;
 - (b) The Decommissioning Cost Estimate. (Attachment A)
 - (c) The Decommissioning Report, to the limited extent it defines Reclamation Work. (Attachment B).
 - (d) The list of Landowners (Attachment C).
 - (e) Memorandum of Agreement (Attachment D).

These form the entire Reclamation Agreement between the Principal and Champaign County, and, supersede all prior representations between the parties, written or oral. All of these documents are as fully a part of the Reclamation Agreement as if attached to this writing or repeated within it. Any inconsistencies shall be resolved by giving priority to the documents in the order listed above. Without limitation, this shall mean that any Decommissioning Expenses and Salvage Value set forth in the Decommissioning Cost Estimate, shall prevail over conflicting values set forth in the Decommissioning Report.

- (2) Definitions, as used in this Reclamation Agreement:

- (a) “Abandoned”: The Project is “Abandoned” if:

(i) The **Project** as a whole ceases producing electricity for a period of 6 consecutive months after it first starts producing electricity and the **Principal** is not diligently attempting to continue producing electricity, or any such cessation continues for a period of 12 consecutive months, regardless of the efforts of the **Principal**.

(ii) Any wind turbine or component of the **Project** thereof ceases to be functional for a period of more than 6 consecutive months after it first starts producing electricity and the **Principal** is not diligently repairing such wind turbine or component, or any such cessation continues for a period of 12 consecutive months, regardless of the efforts of the **Principal**.

(iii) There is a delay in the construction of any component part of the **Project** of more than 6 consecutive months after construction on that component begins and the **Principal** is not diligently working to continue construction activities, or any such delay continues for a period of 12 consecutive months, regardless of the efforts of the **Principal**

(iv) Any part of the **Project** appears in a state of disrepair or imminent collapse, and/or creates an imminent threat to the health or safety of the public or any person.

(v) The **Principal** determines any wind turbine or other component of the **Project** to be functionally obsolete, for tax purposes.

(vi) The **Principal's** existence as a corporate entity is dissolved.

(vii) Design compliance certification from Underwriter Laboratories or an equivalent third party is not secured within 6 consecutive months of completion of construction and the **Principal** is not diligently working to obtain such certification, or any such delay continues for a period of 12 consecutive months, regardless of the efforts of the **Principal**.

(b) "**Associated Costs**": All administrative and ancillary costs associated with drawing upon the **Financial Assurance** and performing the **Reclamation Work**, or with monitoring the **Principal's** performance and completion of the **Reclamation Work** or with enforcing this **Reclamation Agreement**, including, but not limited to:

(i) Attorneys fees, legal fees and other liabilities incurred by **Champaign County** relating to the **Project**, to be paid by

the **Principal** under Section (13) or Section (16)(e).

- (ii) Construction management fees and other professional service fees, incurred both before and after the **Reclamation Work**.
 - (iii) The costs to **Champaign County** of preparing requests for proposals, bid documents, or other bid documents needed to comply with state law, and/or **Champaign County's** purchasing policies, as required to prepare the **Reclamation Work**.
 - (iv) If the financial institution providing the **Financial Assurance** does not have an office within 200 miles of Urbana, Illinois, the cost to **Champaign County** for any travel to and from the institution required to implement this agreement and make use of the **Financial Assurance**, except where travel is not reasonably required for such purposes of implementation.
 - (v) Any costs related to the removal of any covenants that were placed on the title to the land as a requirement for approval in said **Zoning Case**.
 - (vi) Any increase in the cost of performing **Reclamation Work** caused by the **Principal's** exercise of its right to salvage parts of the **Project**, including, but not limited to, delays due to such exercise.
 - (vii) Any costs incurred by **Champaign County** in maintaining the **Financial Assurance** due to breach by the **Principal** of its agreement with the issuer.
- (c) **"Base Decommissioning Expense"**: **Decommissioning Expense less Salvage Value**, calculated using the values set forth in the **Decommissioning Cost Estimate**.
- (d) **"Champaign County"**: Champaign County, State of Illinois, and its agents, employees, consultants and contractors.
- (e) **"Decommissioning Expenses"**: shall mean the costs of performing the **Reclamation Work**. Any costs incurred through a contract awarded using a competitive bidding or competitive request for proposal process required by State or Federal law, or applicable local ordinance, shall be deemed reasonable for this purpose.
- (f) **"Decommissioning Cost Estimate"**: as revised, is appended hereto as Attachment

A.

- (g) **“Decommissioning Report”**: Appendix B of the June 2011 California Ridge Wind Energy Project Decommissioning Report submitted with **Special Use Permit Application** in the **Zoning Case**, and appended hereto as Attachment B.
 - (h) **“Financial Assurance”**: an irrevocable letter of credit or successor letters of credit or an escrow account, or combination thereof, drawn upon or deposited in, as the case may be, a federally insured financial institution, in the form set forth in Section (4).
 - (i) **“Landowners”**: Those persons listed in Attachment C.
 - (j) **“Principal”**: California Ridge Wind Energy LLC,
 - (k) **“Project”**: a system as described and permitted in the **Zoning Case** in the townships of Ogden and Compromise, Champaign County, Illinois, as described in the **Special Use Permit**.
 - (l) **“Reclamation Work”**: removal and reclamation obligations described in subparagraph 6.1.1.A.4. of the **Zoning Ordinance**, including: Removal of above-ground portions of any structure on the **Project’s** site, site grading, and interim soil erosion control; below-ground restoration, including final grading and surface treatment; repairs to any public Street used for the purpose of reclamation of the same; removal of access driveways for **Champaign**; and bringing the land covered by the **Special Use Permit** into compliance with the **Zoning Ordinance**, without reliance upon the **Special Use Permit**. The **Reclamation Work** includes, without limitation, the work described in the **Decommissioning Report**. Subject to the approval of the Champaign County Board, the **Zoning Administrator** shall have the sole discretion to determine what work is necessary for this purpose.
 - (m) **“Salvage Value”** shall mean recoverable costs from the **Project**, including steel, concrete, or other basic metals, but shall not include the value of any reclaimed roadway materials.
 - (n) **“Special Use Permit”**: the permit granted in the **Zoning Case**.
 - (o) **“Zoning Administrator”**: Champaign County **Zoning Administrator**.
 - (q) **“Zoning Case”**: Champaign County **Zoning Case 696-S-11**.
 - (r) **“Zoning Ordinance”**: The **Champaign County Zoning Ordinance**, as it may be amended from time to time.
- (3) At the time of application for any zoning use permit required by the **Special Use Permit**, the **Principal** shall provide **Champaign County Financial Assurance** in accordance

with the provisions of Section 4 of this agreement, to be maintained and remain in effect for a period of twenty-five (25) years from the date the first turbine begins generating electricity.

(4) The **Financial Assurance** shall be subject to the following:

- (a) The amount of the irrevocable letter of credit shall be 210% of the **Decommissioning Cost Estimate**.
- (b) The **Principal** shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the **Project's** operation as follows:
 - (i) The **Principal** and the **Champaign County** Board shall agree on a mutually acceptable financial institution at which an escrow account shall be established.
 - (ii) **Champaign County** shall be the beneficiary of the escrow account for the purpose of the reclamation of the **Project** in the event that the **Principal** is incapable of decommissioning the **Project**.
 - (iii) The **Principal** shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transactions Article of the Uniform Commercial Code, 810 ILCS 9/101 et seq.
 - (iv) The **Principal** shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.

(c) On January 1 of every third year for the first twelve years after the **Special Use Permit** is granted and every second year for the remainder of this Agreement, the **Financial Assurance** shall be adjusted as follows:

- (i) The **Principal**, using an independent, Professional Engineer registered in the State of Illinois, shall adjust the amount of the **Financial Assurance** and **Base Decommissioning Expenses** held as part of this Agreement to ensure the **Decommissioning Cost Estimate** has been updated and reflects current, accurate information. The **Principal** shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the **Zoning Administrator**.
- (ii) Provided, however, that at no time will the amount of the total **Financial Assurance** be less than \$25,000 per wind

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turbine that is part of the **Project**, regardless of the actual estimated cost of the Reclamation Work amounts reflected in any updated Professional Engineer's report. Said minimum **Financial Assurance** shall be increased annually by known and documented rates of inflation since the **Project** was approved.

(vii)(d) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the **Project** and the amount shall be equal to or exceed the following:

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- (i) the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the **Project** was approved; plus
- (ii) an amount for any future years left in the anticipated life span of the **Project** at an assumed minimum rate of inflation of 3% per year.

(vii)(e) Any interest accrued on the escrow account that is over and above the total value required hereby shall go to the **Principal**.

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(vii)(f) In order to provide funding for decommissioning at the time of decommissioning, pursuant to paragraph 6(a), the **Principal** may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account, subject to agreement by in exchange for the Champaign County Board agreeing to a release of the full amount of the escrow account, which agreement shall not be unreasonably withheld.

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(5) If the **Principal** desires to remove equipment or property credited to the **Salvage Value** without the concurrent replacement of the property with property of equal or greater **Salvage Value**, or if the **Principal** installs equipment or property increasing the **Decommissioning Expenses** after the **Project** begins to produce electricity, at any point, the **Principal** shall first obtain the consent of the **Zoning Administrator**, which consent shall not be unreasonably withheld. If the **Principal's** lienholders remove equipment or property credited to the **Salvage Value**, the **Principal** shall promptly notify **Champaign County**. In either event, the **Financial Assurance** shall be adjusted to reflect any change in total **Salvage Value** and/or total **Decommissioning Expenses** resulting from any such removal or installation.

(6) **Principal's** winding down of the **Project**.

(a) The **Principal** may voluntarily, at such time as it deems it necessary and appropriate, and only with prior notice to the **Zoning Administrator**, perform and complete or cause to be performed and completed, the **Reclamation Work**. All **Reclamation Work** shall be completed within a ninety (90) day period, or the

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Principal shall demonstrate **Reclamation Work** is diligently being processed and moving toward completion, to the satisfaction of the **Zoning Administrator**, following the **Principal's** notification to the **Zoning Administrator**. If the work is so completed, and verified on site by the **Zoning Administrator** or his designee, the **Zoning Administrator** shall draw upon the **Financial Assurance** to pay any accrued **Associated Costs**, and then release the remainder of the **Financial Assurance** to the issuer of the **Financial Assurance**, the **Principal's** obligation to provide **Financial Assurance** under this Agreement shall cease and the **Special Use Permit** shall then expire. The **Principal's** exercise of this right shall not, in any way, limit the authority of **Champaign County** under Section (9) or Paragraph 6.1.1.8 of the **Zoning Ordinance**, and may be denied to the extent it conflicts with this authority.

(b) The **Principal** shall perform the **Reclamation Work** prior to:

- (i) **Abandoning the Project;**
- (ii) Ceasing production of electricity from the **Project**, after it has begun, other than in the ordinary course of business;
- (iii) Transferring the **Project** other than in compliance with this **Reclamation Agreement**.

(c) The **Principal** shall be responsible for paying the costs of performing the **Reclamation Work** and for paying any **Associated Costs**. The **Principal's** obligation to perform this **Reclamation Work** and to pay **Associated Costs** shall be independent of its obligation to provide **Financial Assurance**.

(d) The liability of the **Principal** for failure to perform the **Reclamation Agreement** or any other breach of this **Reclamation Agreement** shall not be capped by the amount of the **Financial Assurance**.

(7) **Abandonment Process.** Once the **Zoning Administrator** has made a finding the **Project** has been **Abandoned**, the **Zoning Administrator** shall issue notice to the **Principal** that **Champaign County** will draw on the **Financial Assurance** within thirty (30) days unless the **Principal** appeals the **Zoning Administrator's** finding, pursuant to Paragraph 9.1.8 of the **Zoning Ordinance** or enters a written agreement with **Champaign County** to perform the **Reclamation Work** and remove the **Project** within ninety (90) days. No such notice is required if the **Zoning Administrator** determines the **Project** poses an imminent threat to the health and safety of the public or any person.

(8) The **Principal** shall pay any accrued **Associated Costs** upon sixty (60) days written demand from the **Zoning Administrator**.

(9) **Drawing Upon the Financial Assurance:**

(a) The **Zoning Administrator** may draw upon the **Financial Assurance** to have the

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Reclamation Work completed when any of the following occur:

(i) The **Project** is deemed **Abandoned**, under the process set forth in Section (7), and the **Principal** has not responded to the notice from the **Zoning Administrator** within thirty (30) days of its issuance; or, having responded, has not appealed the **Zoning Administrator's** finding; or entered a written agreement to perform the **Reclamation Work** and remove the **Project**.

(ii) The **Principal** does not enter into, or breaches any term of, a written agreement with **Champaign County** to perform the **Reclamation Work** and/or remove the **Project** and or the **Project's** supporting structures and regrade and provide soil and erosion control as provided in the approval of the **Zoning Case**.

(iii) Any material breach or performance failure of any provision of this **Reclamation Agreement**; including, but not limited to, the failure to maintain **Financial Assurance**; the failure to replace expiring **Financial Assurance** within the deadlines set forth herein; or the removal or replacement of equipment or property from the **Project** in violation of Section (5).

(iv) The **Principal** has filed a bankruptcy petition, or compromised **Champaign County's** interest in the **Financial Assurance** in any way not specifically allowed by this **Reclamation Agreement**.

(v) A court of law, an arbitrator, mediator, or any state or Federal agency charged with enforcing State or Federal law has made a finding that either said **Project** or any of the facilities or structures supporting or constituting said **Project** and/or any related site grading and soil erosion controls or lack of same, constitutes a public nuisance or otherwise violates State or Federal law, or any State or Federal agency charged with enforcing State or Federal law has made a final determination imposing an administrative sanction on the **Project** or denying the **Project** a permit necessary for its lawful operation.

(vi) **Champaign County** discovers any material misstatement of fact, or misleading omission of fact, made by the **Principal** or its employees or agents in the course of the **Zoning Case**, or negotiations over this **Reclamation Agreement**.

(viii) The **Zoning Administrator** makes a determination the **Project**, or any part thereof, poses an imminent threat to public safety or any person, pursuant to Section (9)(d), regardless of whether the **Project** has been determined **Abandoned** using the process set forth in Section (7).

(ix) Any accrued unpaid **Associated Costs** exceed \$25,000.00

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- (b) **Champaign County** may draw the **Decommissioning Expenses** and all accrued **Associated Costs** from the **Financial Assurance**. No dispute as to the necessity or reasonableness of **Associated Costs** or costs of performing the **Reclamation Work** will impair the ability of **Champaign County** to draw on the **Financial Assurance**.
- (c) If **Champaign County** draws on the **Financial Assurance** to enter a contract to have any portion of the **Project** dismantled, demolished, or deconstructed, **Champaign County** will notify **Principal** and allow the **Principal** to reclaim the **Project** and related equipment and remove the dismantled, demolished, or deconstructed equipment at **Principal's** sole cost, within sixty (60) days, or such later period agreed by the **Zoning Administrator**, subject to Section (5).
- (d) **Public Safety Risk**. The **Zoning Administrator** may draw upon the **Financial Assurance** immediately, to perform the any work reasonably necessary to respond to an imminent threat posed by the **Project** to the health or safety of the public or any person. The **Zoning Administrator** shall not be required to first give any notice of **Abandonment** under Section (7), or to first provide a right to remove salvage property under Section (9)(c). The **Zoning Administrator**, and other agents or contractors of **Champaign County**, shall have authority from the **Principal** and the **Landowner** to enter upon the **Project** to abate such risk. The **Principal** or **Landowner** may appeal the **Zoning Administrator's** determination of such imminent threat, under the process set forth at Paragraph 9.1.8, of the **Zoning Ordinance**, but its sole remedy shall be an adjustment to **Financial Assurance** for the remainder of the **Project**, and reinstatement of the **Special Use Permit**.
- (e) Any balance of the **Financial Assurance** that remains after the **Reclamation Work** shall be used to pay **Associated Costs** and any other liability the **Principal** owes **Champaign County** as a result of the **Project**. After these sums are paid, any remaining **Financial Assurance** shall be returned to the issuer of the **Financial Assurance**, the **Principal's** obligation to provide **Financial Assurance** under this **Reclamation Agreement** shall cease, and the **Special Use Permit** shall expire. The **Principal's** remaining obligations under this **Reclamation Agreement** shall continue.
- (f) Should **Principal Abandon** the **Project** and fail to exercise its right to remove components of the **Project** under this **Reclamation Agreement**, any components remaining after any cure periods due and owing to a lender pursuant to the construction financing of the **Project** have expired, may, at **Champaign County's** sole discretion, be deemed forfeited to **Champaign County** and may be sold by **Champaign County** to recover any accrued costs of performing the **Reclamation Work** or **Associated Costs**, or any other liability owed **Champaign County** as a result of **Reclamation Work** on the **Project** that are not fully reimbursed by the **Financial Assurance**. The entire **Salvage Value** of the **Project** shall be applied to these debts, regardless of whether the amount exceeds the proposed **Salvage**

Value used to determine the required **Financial Assurance**. Any surplus **Salvage Value** shall be returned to the **Principal** or its successors. This section shall not be construed to require **Champaign County** to take ownership of any component of the **Project**, and its failure to do shall not reduce any liability **Principal** owes **Champaign County** relating to the **Project**, under this **Reclamation Agreement**, or otherwise. The **Principal** and **Champaign County** agree to cooperate to enter into any documentation reasonably necessary to effect such the transactions set forth in this section.

- (g) In accordance with the provisions of the Illinois Mechanic's Lien Act, 770 ILCS 60/1 and 60/7, **Principal** agrees that, upon the occurrence of the circumstances set forth in the foregoing sub-paragraph, any contractor retained by Champaign County to perform the **Reclamation Work** shall have a lien upon the **Project** to the full extent of all costs of performing the **Reclamation Work** and **Associated Costs**, and that such lien shall be superior to any claim or lien of any other creditor, incumbrancer or purchaser.

(10) The **Principal** shall be solely liable to the issuer of the **Financial Assurance** for all costs and fees associated with issuing and maintaining the **Financial Assurance**. **Principal** shall provide **Champaign County** with current copies of its agreement with the issuer of the **Financial Assurance** (e.g., escrow agreement, letter of credit). This agreement shall provide:

- (a) **Champaign County** is authorized to draw upon the **Financial Assurance** as provided in this **Reclamation Agreement**.
- (b) **Champaign County** will be a third party beneficiary of any such agreement between **Principal** and the issuer.
- (c) **Champaign County** will be notified by the issuer directly of any lapse or default in the agreement between the **Principal** and the issuer, and provided an opportunity to cure any default by the **Principal** so as to preserve its **Financial Assurance**.
- (d) Such agreement shall be renewed on a regular basis in accordance with this **Reclamation Agreement** or survive the expiration of the **Special Use Permit** and the expiration of this **Reclamation Agreement**.

(11) **Transfer of Interest**. This **Reclamation Agreement** shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, assignees, and legal representatives. This **Reclamation Agreement** may not be assigned without the written consent of the other parties hereto, which consent shall not be unreasonably withheld. The **Principal** shall ensure that any sale, assignment in fact or at law, or other such transfer of the **Principal's** interest in the **Project** be subject to the following terms:

- (a) Upon any proposed change in ownership of the subject **Project**, but at least ninety (90) days prior to the legal transfer of title, the new owner shall:

(i) submit to the **Zoning Administrator** a new **Financial Assurance** of the same value;

(ii) sign a new **Reclamation Agreement** with conditions identical to this **Reclamation Agreement**.

(iii) provide a copy of all documents transferring ownership to the **Zoning Administrator**.

- (b) The sale, assignment in fact or at law, or such other transfer of the **Principal's** interest in the **Project** shall in no way affect or change the **Principal's** obligation to continue to comply with the terms of this **Reclamation Agreement**. Any such transfer shall include, as one of its terms, that the successor or assignee shall assume the terms, covenants and obligation of this **Reclamation Agreement**.
- (c) The **Zoning Administrator** shall release the **Financial Assurance** to the issuer only upon receipt of acceptable documentation from the new owner, and the issuer of the new owner's **Financial Assurance**, satisfying the **Zoning Administrator** of compliance with this Section (11), including but not necessarily limited to, documentation of the new **Financial Assurance**, any agreement between the new owner and the issuer of the **Financial Assurance**, and the new **Reclamation Agreement**, signed by the new owner and approved by the Champaign County Board.

(12) One hundred twenty (120) days prior to the expiration date of an irrevocable letter of credit submitted pursuant to this **Reclamation Agreement**, the **Zoning Administrator** shall notify the **Principal** in writing and request information about the **Principal's** intent to renew the letter of credit, or remove the **Project**. The landowner shall have thirty (30) days to respond in writing to this request. If the **Principal's** intention is to remove the **Project**, the **Principal** shall have a total of ninety (90) days, or reasonably agreed upon timeframe, from the initial notification to remove the **Project** and perform the **Reclamation Work**. At the end of ninety (90) days, or reasonably agreed upon timeframe, the **Zoning Administrator** shall have a period of thirty (30) days to either:

- (a) Confirm that the **Financial Assurance** has been renewed; or
(b) Inspect the subject property to ensure the **Reclamation Work** has been performed.

At the end of this period, if the **Financial Assurance** has not been renewed and the **Reclamation Work** has not been performed, the **Zoning Administrator** may draw on the **Financial Assurance** and have the **Reclamation Work** performed

(13) The **Principal** shall reimburse **Champaign County** for all attorneys fees and legal fees incurred by **Champaign County** except to the extent of the intentional or willful and wanton misconduct of **Champaign County**, both before and after the **Reclamation Work**, in connection with the performance of the **Reclamation Work**; and, if any action at law or in equity, is brought by **Champaign County** to enforce this **Reclamation Agreement** and **Champaign County** prevails in such litigation, **Champaign County** shall be entitled to receive

from the **Principal** reasonable attorneys' fees and costs incurred, in addition to any other relief to which **Champaign County** may be entitled.

(14) Consideration. The **Principal's** consideration for this **Reclamation Agreement** shall include the stipulation of **Champaign County** that the **Principal** has complied with the requirement of Paragraphs 6.1.1.A.4.. and 6.1.4.P of the **Zoning Ordinance**, for so long as the **Principal** has complied with this **Reclamation Agreement**. The **Landowners'** consideration for this **Reclamation Agreement** shall include the economic viability of the **Principal**, and the decreased risk of abandonment of derelict equipment on their property, and other good and valuable consideration.

(15) In no event shall **Champaign County** be obliged by this **Reclamation Agreement** to the **Landowners** to perform any **Reclamation Work** for the benefit of the **Landowners**.

(16) Other requirements:

- (a) **Principal** shall notify **Champaign County** by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the **Principal** as debtor, within ten days of commencement of the proceedings.
- (b) **Principal** agrees that the sale, assignment in fact or at law, or such other transfer of **Principal's** financial interest in the **Project** and related equipment shall in no way affect or change **Principal's** obligation to continue to comply with the terms of this **Reclamation Agreement**. Any successor or assignee of **Principal** shall assume the terms, covenants and obligations of this Agreement and agree to be jointly and severally liable with the **Principal** for the **Reclamation Work** and all other reclamation liability for the **Project**.
- (c) **Principal** and the **Landowners** hereby authorize **Champaign County** the right of entry onto the **Project** premises for the purpose of inspecting the methods of reclamation, monitoring compliance with this **Reclamation Agreement**, confirming the **Principal's** assurances the **Project** has not been **Abandoned**. Upon **Abandonment**, the **Principal** and **Landowners** shall provide **Champaign County** and its prospective consultants and contractors access to the site of the **Project** for purposes of inspecting the site, and performing the **Reclamation Work**, if necessary.
- (d) Forum Selection. The parties agree that any disputes arising out of, related to, or connected with this **Reclamation Agreement** shall be litigated, if at all, solely in the Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois. The parties stipulate that jurisdiction and venue for any such disputes lies in this Court.
- (e) **Principal** shall defend, indemnify and hold harmless **Champaign County** from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys',

investigators' and consulting fees, court costs and litigation expenses suffered or incurred by **Champaign County**, arising from any and all legal disputes, in law or equity, relating to **the Zoning Case**; and the actions or omissions of **Champaign County** or the **Principal** under this **Reclamation Agreement** or the **Special Use Permit**; whether such claims are brought by the **Landowners**, neighboring landowners, their respective assigns, successors in interest, third parties, or others, except to the limited extent such claims arise from the intentional or willful and wanton misconduct of **Champaign County**.

- (f) **No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any party to this **Reclamation 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.
- (g) **Severability.** Should any provision of this **Reclamation Agreement** be held to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(h) **Notices.** When any notice to the **Principal** is required by this **Reclamation Agreement**, it shall be deemed sent as of the date it is sent by registered or certified mail to the following address:

California Wind Energy LLC
Attention: General Counsel
1 South Wacker Drive, Suite 1900
Chicago, Illinois 60606

Principal may change this address with thirty (30) days' notice by notifying the **Zoning Administrator** by registered or certified mail to the following address:

Champaign County Zoning Administrator
1776 East Washington
Urbana, Illinois 61801

Notice to **Landowners** may be sent to the addresses set forth in Attachment C.

- (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 **Reclamation Agreement** by telecopier shall be as effective as delivery of a manually signed counterpart to this

Reclamation Agreement.

- (j) Commencement of **Project**. This **Reclamation Agreement** shall be void if substantial construction of the **Project** is not commenced on or before March 1, 2013.
- (k) Governing Law. This **Reclamation Agreement** shall be governed by and interpreted in accordance with the laws of the State of Illinois (the state in which this **Reclamation Agreement** is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.
- (l) Memorandum of Agreement. A Memorandum of this **Reclamation Agreement**, substantially in the form of Attachment D hereto, shall be recorded with the Champaign County Recorder of Deeds by the **Principal** at its expense within thirty (30) days after the execution of this **Reclamation Agreement** and a copy of the recorded Memorandum shall be delivered to the **Zoning Administrator** within sixty (60) days of the execution of this **Reclamation Agreement**.
- (m) This **Reclamation Agreement** shall survive the termination of the Special Use Permit.

(18) The signatory on behalf of California Ridge Wind Energy LLC has been authorized by California Ridge Wind Energy LLC to enter into this agreement.

[signature page to follow]

PRINCIPAL:

California Ridge Wind Energy LLC

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this ____ day of _____,
2011, _____, who executed the foregoing instrument, and acknowledged
the same, on behalf of California Ridge Wind Energy LLC.

(S E A L)

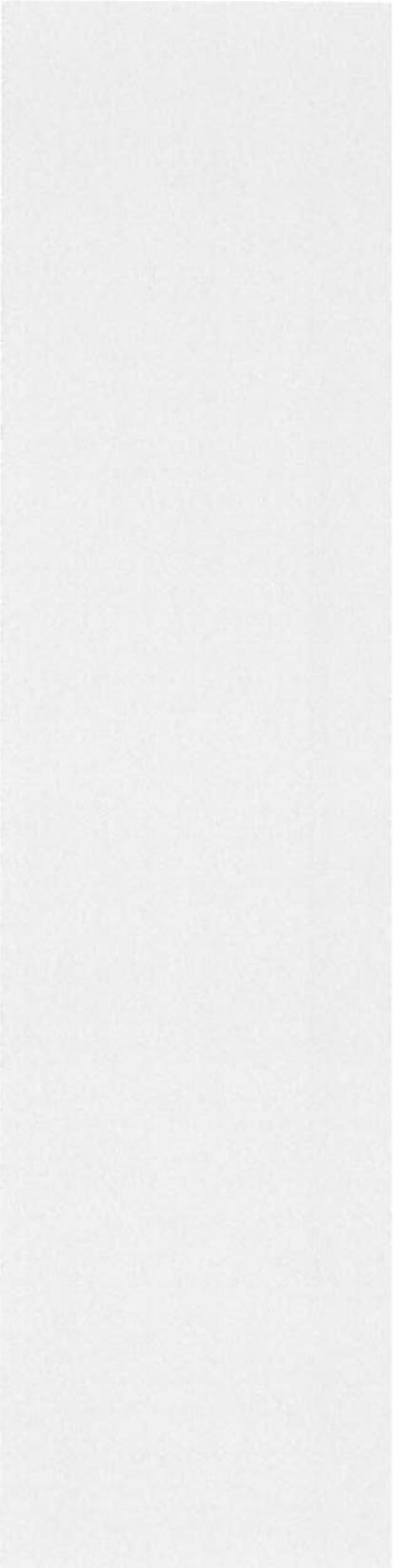
Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

COUNTY:

Champaign County, State of Illinois

By: _____
Name: _____
Its: _____
Date: _____

ACKNOWLEDGMENT



STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

Personally came before me this ____ day of _____,
2011, _____, who executed the foregoing instrument, and acknowledged
the same, on behalf of Champaign County, State of Illinois.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

