**STATE OF ILLINOIS ) RESOLUTION [\_\_\_\_\_]**

**)**

**COUNTY OF KANKAKEE )**

**)**

**VILLAGE OF UNION HILL )**

**APPROVAL OF COMMUNITY BENEFIT AGREEMENT**

RESOLUTION NUMBER [\_\_\_\_\_]

A RESOLUTION approving the Community Benefit Agreement attached as Exhibit A to this Resolution (the “CBA”) and authorizing the President of the Village of Union Hill to execute the CBA or a Community Benefit Agreement in substantially similar form.

WHEREAS, the Village of Union Hill (“Village”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* and its own duly adopted Municipal Code, located in the Township of Norton and the County of Kankakee;

WHEREAS, the Village has determined that entering into the CBA will improve the public health, safety, morals and general welfare of the residents of the Village;

WHEREAS, the Village is authorized and empowered under the Illinois Municipal Code, the Kankakee County Code of Ordinances and the Village Code of Ordinances to approve the CBA and to authorize the Village President to execute a CBA in substantially similar form as the CBA attached as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF UNION HILL AS FOLLOWS:**

Section 1. The Village of Union Hill hereby approves the CBA and authorizes the President of the Village of Union Hill to execute the CBA or a Community Benefit Agreement in substantially similar form.

Section 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution, or any part thereof. The Village Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Passed this \_\_th day of \_\_\_\_\_\_\_\_, 2024.

Ayes:

Nays:

Absent:

Abstain:

Approved this \_\_th day of \_\_\_\_\_\_\_\_\_\_, 2024.

Signed:

Village President

Attest:

Village Clerk

**EXHIBIT A TO RESOLUTION**

**COMMUNITY BENEFIT AGREEMENT**

This Community Benefit Agreement (“**Agreement**”) is entered into by and between the Village of Union Hill (“**Village**”), an Illinois municipal corporation and Illinois Generation LLC (“**IG**”), a Delaware limited liability company.  The signatories to this Agreement may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The effective date of the Agreement is the last date of execution as between the Parties (the “**Effective Date**”).

**RECITALS**

WHEREAS, IG intends to construct, own and operate a wind energy conversion system project including, without limitation, construction of up to six (6) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits (the “**Project**”) in Kankakee County pursuant to Kankakee County, Illinois, Code Part II, Chapter 121 § 121-295, which will generate significant private investment, job creation and future tax revenue for various regional taxing districts located in Kankakee County.

WHEREAS, the Village is a municipality in Kankakee County, IL that will support the overall development and construction of the Project and provide other good and valuable consideration.  This support is anticipated to be ongoing during the operation phase of the Project.

WHEREAS, IG anticipates that one or more of the Project’s wind energy conversion system towers (“**WECS towers**”) will be constructed within a one-and-a-half (1½)-mile radius of the corporate limits of the Village.

WHEREAS, the Village has adopted Resolution [­­­­­\_\_\_\_\_] (the “**Resolution**”) expressly approving and supporting development and operation of the Project by IG, including without limitation, construction of up to six (6) WECS towers within the one-and-a-half (1½)-mile radius of the Village corporate limits, as such boundaries exist as of the Effective Date, pursuant to Kankakee County, Illinois, Code Part II, Chapter 121 § 121-295, subject to certain limitations set forth in Resolution [\_\_\_\_\_\_].

WHEREAS, the Village acknowledges and agrees that IG has adequately consulted with the Village and accommodated the Village with respect to all aspects of the Project and expressly acknowledges, covenants and confirms that this Agreement serves as its consent, approval and support of the Project.

WHEREAS, the Village acknowledges the many benefits of the Project, including renewable energy, payments to participating property owners in the community, tax revenues to schools and other taxing districts that support the community, job growth and direct and indirect economic benefits of a significant financial investment in the area by the Project.

WHEREAS, in addition to the benefits noted above and in recognition of the Village’s existing and ongoing support for Project development efforts, and other good and valuable consideration, IG desires to additionally contribute to the welfare and betterment of the Village community by providing funds to the Village for the purpose of supporting community development in the Village.

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois units of local government, such as the Village, may contract with private entities, such as IG, for any purpose not prohibited by law or ordinance.

NOW THEREFORE, it is agreed by and between the Parties as follows.

**AGREEMENT**

1. **Recitals**. The recitals stated above are hereby incorporated into the body of this Agreement.
2. **Community Donation**. In accordance with IG’s desire to contribute to the welfare and betterment of the Village and for the purpose of supporting community development in the Village, IG shall make the following Donations (as defined below):
   1. IG shall make a donation of Twenty-Five Thousand dollars and no cents ($25,000.00) multiplied by the greatest number of WECS towers approved in the Resolution within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date (the “**Guaranteed Donation**”), as further depicted on either Exhibit A-1 “Project Map & WECS Tower Coordinates – Option 1” or Exhibit A-2 “Project Map & WECS Tower Coordinates – Option 2” (each a “Project Map & WECS Tower Coordinates Option” and such Exhibits collectively, “Exhibit A”). The Guaranteed Donation shall consist of the following donations defined in this Section 2a and shall be based on the Project Map & WECS Tower Coordinates Option depicting the greatest number of WECS towers within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date regardless of which Project Map & WECS Tower Coordinates Option is ultimately chosen by the Developer for the Project and shall be paid as follows:
      1. Within forty-five (45) days of the Effective Date, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the “**Initial Donation**”).
      2. Within forty-five (45) days of IG’s receipt of a non-appealable Building Permit (“**Building Permit**”) from Kankakee County for the Project, IG shall make a one-time donation to the Village in the amount of one-third (1/3rd) of the Guaranteed Donation (the “**Building Permit Donation**”).
      3. Within forty-five (45) days of the Commercial Operation Date (as defined below) of the Project, IG shall make a one-time donation to the Village of the final one-third (1/3rd) of the Guaranteed Donation (the “**Commercial Operation Date Donation**”).
   2. Provided the Agreement and Resolution are executed and delivered by the Village on or before March 31, 2024, IG shall make two further donations to the Village as follows:
      1. One Hundred Thousand Dollars and no cents ($100,000) (the “**Upfront Supplementary Donation**”) which donation shall be payable within forty-five (45) days of the Effective Date.
      2. Three Hundred and Eighteen Thousand and Six Hundred and Forty-Three Dollars and no cents ($318,643.00) (the “**Building Permit Supplementary Donation**”) which donation shall be contingent upon receipt of a non-appealable Building Permit from Kankakee County for the Project and shall be payable within forty-five (45) days of IG’s receipt of such non-appealable building permit from Kankakee County.
   3. Contingent upon (a) the occurrence of the commencement date for commercial operation of electricity production for sale by the Project to a third-party power purchaser, offtakers, merchant buyer, spot market buyer, or other third-party purchaser (and excluding the production of any “test” energy) (such date the “**Commercial Operation Date**” or “**COD**”) and (b) the placement of a minimum of one (1) WECS tower within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, IG shall make an Annual Donation (as defined below) to the Village in the amount of zero dollars and no cents ($0) per WECS Tower constructed within one and a half (1½) miles of the limits of the Village as such limits exist as of the Effective Date (the “**Annual Donation**”, collectively with the Guaranteed Donation and the Supplementary Donation, the “**Donations**”), with the first Annual Donation due within forty-five (45) days of the first (1st) anniversary of the COD and each subsequent Annual Donation due each year on the anniversary of the initial Annual Donation for the Term of this Agreement. Starting on the second (2nd) anniversary of the COD and for each Annual Donation thereafter, the Annual Donation shall increase by two percent (2%) over the previous years’ Annual Donation. For certainty and notwithstanding anything to the contrary, if the Village corporate limits change at any time during the term such that the number of WECS towers located within one and a half (1½) miles of the new village corporate limits is different than the number of WECS Towers that existed within one and a half (1½) miles of the Village corporate limits as such limits exist as of the Effective Date, the quantum of the Annual Donation shall not change.
   4. The Parties recognize that IG may elect to enter into similar community benefit agreements with other incorporated municipalities to obtain cooperation with the approval and development of WECS towers for the Project. In this event, IG covenants that the financial terms of any such agreement for the Project will mirror the per turbine compensation amounts described in Sections 2(a) and 2(c) of this Agreement. If they do not, and the compensation terms in the other agreement(s) are more favorable than that established in Sections 2(a) and 2(c) herein, IG will be obligated to increase the formula amounts in this Agreement to match those of any other similar agreement entered into with a municipality to benefit the Project.
   5. The Parties acknowledge and agree that the payment of the Donations by IG to the Village in accordance with this Agreement is not intended to and does not, in any way, fetter the discretion of the Village to execute and deliver the Agreement and the Resolution.
3. **Term**. IG shall pay the Annual Donation within forty-five (45) days of the first (1st) anniversary of the COD and then each year thereafter as set forth in Section 2(c) for thirty-eight (38) additional years (resulting in thirty-nine (39) payments total) (the “**Term**”), unless either of the following events takes place prior to the expiration of the Term, in which case the Term shall be amended to expire as follows:
   1. If all WECS towers are decommissioned within one and a half (1½) miles of the Village corporate limits, as such limits exist as of the Effective Date, then IG shall pay the Annual Donation each year until such decommissioning commences, at which time IG’s obligation to pay the Annual Donation shall cease. IG shall provide notice in writing to the Village of commencement of decommissioning resulting in an expiration of the Term.
   2. If the Commercial Operation Date has not occurred prior to the seventh (7th) anniversary of the Effective Date, this Agreement shall automatically terminate, and no Donations previously made to the Village shall be required to be refunded in the event this Agreement shall be terminated due to the Commercial Operation Date having not occurred.
4. **No Guarantee of Project**. The decision to proceed with or terminate the development or operation of the Project rests solely with IG.  By entering into this Agreement, IG in no way guarantees that Project development will proceed or that the Project will achieve a COD or that the Project will continue operations after achievement of the COD.
5. **Village Covenants**. The Village shall continue to provide reasonable support for, and not object to, IG’s Project development construction, replacement and maintenance efforts in Kankakee County including without limitation providing documentation reasonably requested by IG for interested parties, including but not limited to Kankakee County, other governmental entities, and investors and lenders in the Project, confirming the ongoing validity of the approvals identified in Resolution [­­­\_\_\_\_\_\_]. The Village further acknowledges and agrees that is shall not use all or any portion of the Donations, whether directly or indirectly, to fund any litigation, appeals or other actions (including via third-parties or affiliates of the Village) that seek to oppose, frustrate, restrict, or challenge the development construction, operation or decommission of the Project. For greater certainty, the foregoing covenant does not in any way restrict the Village from participating in any Project related consultations.
6. **Supervening Law**. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or all of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.
7. **Negation of Partnership and Joint Venture**. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the Parties. Each party hereto shall be solely responsible for carrying out the responsibilities assumed by it under this Agreement and no party shall be liable for the acts or omissions of the others in performing its responsibilities.
8. **Events of** **Default**. Each of the following shall constitute an “**Event of Default**,” which shall permit the non-defaulting Party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

### (a) any failure by IG to pay the Donations when due if the failure to pay continues for thirty (30) days after the Village delivers Notice of such failure to IG; and

(b) any other material breach of this Agreement by IG or any breach of Sections 5, 12, or 18 of this Agreement by the Village, which continues for forty-five (45) days after (i) written notice of default from the non-defaulting Party or, (ii) if the cure will take longer than forty-five (45) days, the length of time necessary to effect such cure so long as the defaulting Party commences to cure within the forty-five (45) day period and continuously and diligently pursues the cure to completion.

1. **Specific Performance Available in Event of Material Breach**. Upon the occurrence of a material breach of this Agreement by the Village prior to the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG that portion of the Guaranteed Donation made pursuant to this Agreement to the date of such material breach. Upon the occurrence of a material breach of this Agreement by the Village following the COD, in addition to any other remedies available to IG in equity or under law, the Village shall, within ninety (90) business days of notice of such material breach from IG, refund to IG the aggregate amount of any Annual Donations made pursuant to this Agreement within the five (5) year period prior to the date of such breach. For certainty and notwithstanding anything to the contrary, as long as there was no such breach prior to the COD, the Village is not liable for refunding any portion of the Guaranteed Donation, which vests at COD.
2. **Refund of the Donations in Event of Default**. Upon occurrence of an Event of Default caused by the Village, then, in addition to any other remedies available to IG in equity or under law, the Village shall, within forty-five (45) business days of Notice of such Event of Default from IG, refund to IG all of the Donations made pursuant to this Agreement.
3. **Waiver**. Waiver by any Party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the Parties.
4. **Foreign Corrupt Practices Act**. The Village acknowledges and agrees that IG and this Agreement are subject to compliance with anti-corruption legislation, including without limitation the *Foreign Corrupt Practices Act* (United States). The Village covenants and agrees that in no event shall any portion of the Donations be allocated, used, or otherwise made available for the giving or offering of a loan, reward, advantage or direct or indirect personal or financial benefit or gain of any kind to any Government Official. For the purposes of this Section 12, the term “**Government Official**” means any director, executive, employee, elected/appointed official (and their agents) of any government department, ministry, agency, legislature, political party, tribunal, regulatory authority, candidate for political office or government-owned company.
5. **Notices**. Any notice (“**Notice**”) required or permitted to be given under the terms of this Agreement shall be reduced to writing and shall be regarded as given (a) on the day when personally delivered or delivered by facsimile or email or (b) on the day after being sent by Federal Express (or comparable overnight delivery service), all fees prepaid or (c) on the third day after being placed in the United States mail with first class and certified mail return receipt requested postage fully prepaid and addressed to the parties at the following respective addresses:

If to IG, as follows:

Illinois Generation LLC

888 Westheimer Road, Suite 350

Houston, Texas 77006

with a copy to:

Illinois Generation LLC  
 c/o Pattern Energy Group LP  
 1088 Sansome Street  
 San Francisco, CA 94111

Attention: General Counsel  
 Fax: (415) 362-7900

Email: [generalcounsel@patternenergy.com](mailto:generalcounsel@patternenergy.com)

with a copy to:

Illinois Generation LLC  
 c/o ConnectGen LLC

1001 McKinney Street, Suite 700

Houston, TX 77002

Attention: General Counsel

Email: contractadmin@connectgenllc.com

If to Village of Union Hill, as follows:

[Please Provide]

Fax:

Email:

1. **Headings**. The headings of the several paragraphs hereof are for convenience in reference only and shall not be construed to be a part of this Agreement.
2. **Amendment and Binding Effect**. This Agreement shall not be modified or amended except in writing signed by the Parties hereto.
3. **Severability**. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.
4. **Jurisdiction**. This Agreement shall be deemed to have been entered into in the State of Illinois, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any rights or obligation of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Illinois. Any lawsuit arising from this Agreement shall be filed in the Circuit Court for the Twenty-First Judicial Circuit in Kankakee County, Illinois or in the United States District Court for the Central District of Illinois.
5. **Assignment**. IG shall have the right at any time, without need for the Village’s consent or approval, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis. Upon such assignment, IG shall be released from its obligations under this Agreement, which obligations shall thereafter be the obligation of the assignee. IG shall have the right at any time, without need for the Village’s consent or approval, to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a “**Lender**”) without the consent or approval of the Village; provided, however, that IG shall provide Notice of its mortgage or collateral assignment to Village with contact information for the Lender. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire IG’s interest subject to the lien of Lender’s mortgage by foreclosure or otherwise or assumes the obligations of IG under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and the Village shall not accept a termination or release of this Agreement, without the prior written consent of all Lenders. The Village, upon providing IG any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. The Village shall accept any performance by or at the instigation of any such Lender as if the same had been done by IG (but no Lender shall have any obligation to remedy or cause the remedy of any default). All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon the Village so long as the Village remains an incorporated municipality in the State of Illinois and shall inure to the benefit of and be enforceable by the Village and IG, and their respective heirs, successors and assigns.
6. **Opportunity for Legal Counsel and No Drafting Presumption**. Each Party acknowledges having (a) had the opportunity to obtain its own independent legal advice with respect to this Agreement and the transactions contemplated hereby, and (b) sought such legal advice to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption of resolution of any ambiguity in this Agreement in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other actions necessary to authorize either Party’s execution and delivery of this Agreement.
7. **Counterparts; Facsimile and PDF Delivery**. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or by PDF file and upon such delivery the facsimile or PDF signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers under authority duly granted by their respective governing bodies, have caused this Agreement to be executed, which will be effective and binding upon the parties only as of the date that both parties have executed this Agreement.

*(Signature page to follow)*

**ILLINOIS GENERATION LLC**

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

Print: Date

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

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

Print: Date

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

**VILLAGE OF UNION HILL**

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

Village President Date

**EXHIBIT “A”**

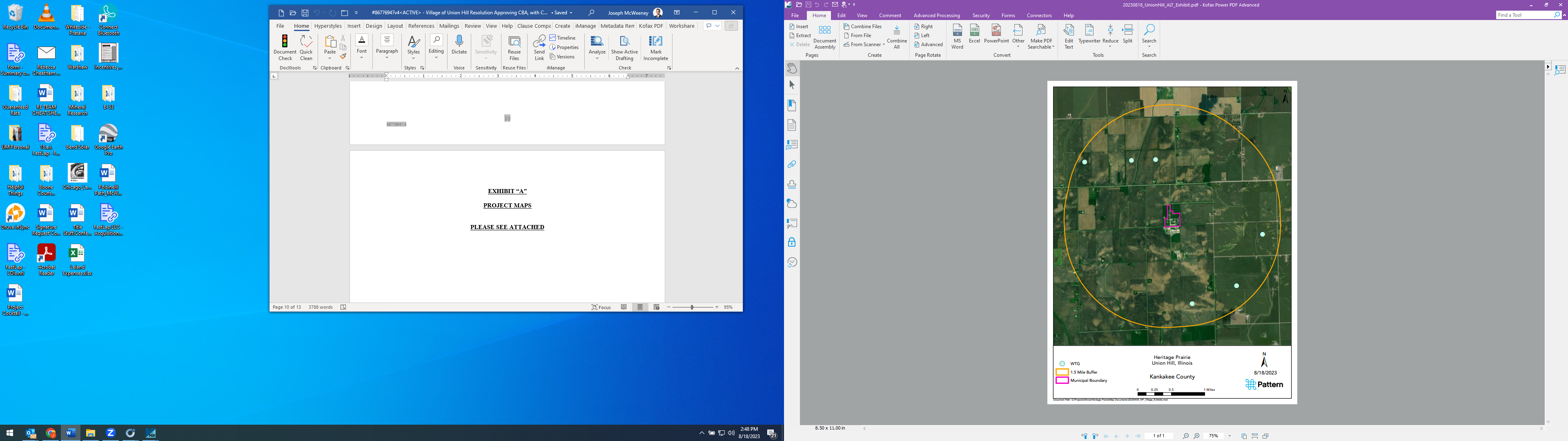
**PROJECT MAPS & WECS TOWER COORDINATES**

**PLEASE SEE ATTACHED**

**EXHIBIT “A-1”**

**PROJECT MAP & WEC TOWERS COORDINATES – OPTION 1**





**EXHIBIT “A-2”**

**PROJECT MAP & WEC TOWERS COORDINATES – OPTION 2**

