

**MEMORANDUM OF AGREEMENT AMONG
PROSPERITY WIND, LLC,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CONSTRUCTION OF THE PROSPERITY WIND PROJECT
(PROSPERITY) IN PIATT COUNTY, ILLINOIS
(SHPO LOG #001072023)**

WHEREAS, Prosperity Wind, LLC (“Prosperity Wind”) plans to undertake the construction of the Prosperity Wind Project in Piatt County, Illinois (the “Project”); and

WHEREAS, the Project requires a National Pollutant Discharge Elimination System (“NPDES”) permit from the Illinois Environmental Protection Agency (IEPA), thereby making the Project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, Prosperity Wind has consulted with the Illinois State Historic Preservation Office (“SHPO”), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (“Officer”); and

WHEREAS, on September 29, 2023, the SHPO determined that the buildings at 1982 N CR 775 East Rd, Monticello; 2531 N 550 East Rd; DeLand; 869 E 3300 North Rd, Farmer City; 3233/3227 N 800 East Rd, Farmer City; and 3601 N 1000 East Rd, Mansfield are eligible for listing on the National Register of Historic Places (“NRHP”); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the buildings that are eligible for the NRHP; and

NOW, THEREFORE, Prosperity Wind, IEPA, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (“Agreement”) to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

Prosperity Wind shall retain a historical contractor(s) of its choice (“Contractor”) who meets the Secretary of the Interior’s Qualifications (36 CFR Part 61,

https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. Prosperity Wind will ensure that the following mitigation is completed by the Contractor.

A. Cultural Resource Study Report

1. The Cultural Resource Study Report (“Report”) will focus on the Sangamon River Corridor Reserve, land held by the Land Conservation Foundation (“LCF”) in Piatt County, Illinois.
2. The Contractor shall email a 95% complete draft of the Report to Prosperity Wind and to the Officer for review and comment.
3. If the Officer or Prosperity Wind have any comments on the draft Report, the Contractor shall incorporate such comments and complete the final documentation.
4. Upon final approval of the Report, the Contractor shall send a digital copy of the Report to Prosperity, SHPO, LCF, and local repositories as applicable.

B. Public Presentation of Research

1. Upon completion of the final Report, the Contractor and Prosperity Wind shall work with LCF to organize a public presentation by LCF and/or the Contractor of findings in the Report.
2. This presentation may take several formats, including, but not limited to, an in-person seminar, an online event, or a recorded video available online.

C. Additional Interpretation

1. Following completion of the Report, the Contractor shall provide Prosperity Wind and LCF with suggestions to expand cultural resource interpretation at the Sangamon River Corridor Reserve.
2. Prosperity Wind and LCF shall then work together to finalize the expanded interpretation.

D. NRHP Nomination (if applicable)

1. If, following the completion of the Report, SHPO and the Contractor agree that any cultural resources identified in the Report are eligible for listing on the NRHP, the Contractor will complete an NRHP nomination in accordance with SHPO guidance.
2. If no NRHP-eligible cultural resources are identified, no further work will be completed as part of this mitigation.

II. FUNDING

- A. All funding or activities completed by or on behalf of LCF as part of this mitigation will be used on Land Conservation Foundation properties and resources within the State of Illinois.
- B. No mitigation activities or funding for mitigation activities contemplated by this Agreement shall be used for any properties or resources that are not in the state of Illinois.

III. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, Prosperity Wind may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. Prosperity Wind shall notify the signatories as to the course of action it will pursue. Once all of the mitigation and funding obligations required by this Agreement are complete, this Agreement shall automatically terminate without any further action by any Party.

IV. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, Prosperity Wind shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, Prosperity Wind understands and agrees that it must immediately stop work within the area of discovery, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Contractor shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the efforts to carry out the terms of this Agreement.

VI. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, Prosperity Wind shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

A. Prosperity Wind's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VIII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations VI and VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

IX. ASSIGNMENT

Prosperity Wind shall have the right to freely assign this Agreement, so long as such assignee assumes all of Prosperity Wind's rights and obligations under this Agreement as of the effective date of the assignment. Prosperity Wind shall notify the signatories to this Agreement of any such assignment, but the consent of the signatories and/or other Parties to this Agreement shall not be required. The assignee shall have or contract a person who has special skills, experiences, or qualifications that meet the qualifications to perform the

work necessary for cultural resources review.

X. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories and invited signatories, and the implementation of its terms evidence that the signatories and invited signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]


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SIGNATORY

PROSPERITY WIND, LLC.

By: Apex GCL, LLC
Its: Sole Member

By: Apex Clean Energy Holdings, LLC
Its: Sole Member

Signature:  Date: December 29, 2023

Name: Ryan Henning

Title: Vice President - Environmental

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 1/5/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources