

**ADDENDUM AND RELEASE TO THE
LEE COUNTY, ILLINOIS – BSW DEVCO LLC
ROAD USE AGREEMENT**

THIS ADDENDUM and RELEASE (“Release”) shall amend, modify and be part of that certain Lee County, Illinois – BSW DevCo LLC Road Use Agreement dated May 20, 2021 (the “**Agreement**”), by and between Lee County, Illinois (the “**Road Authority**”) and BSW DevCo LLC, a Delaware limited liability company (“**BSW**”). The Road Authority and BSW may each be referred to herein as a “**Party**” and together as the “**Parties.**”

RECITALS:

- A. BSW has repowered a wind energy generating facility in Lee and Bureau Counties, Illinois which is more fully described in the Agreement (the “**Project**”).
- B. Among other things, the Agreement requires BSW to repair Road Authority roads damaged as a result of Decommissioning Work and Construction Work.
- C. The Agreement also required BSW to deliver a Surface Repair Payment to the Road Authority on or before April 1, 2022; however, BSW has not yet delivered the Surface Repair Payment to the Road Authority.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties hereby agree as follows:

- 1. In consideration BSW’s payment, within five (5) business days of the execution of this Release, of Two Hundred Thirteen Thousand, Two Hundred Dollars (\$213,200.00), the Road Authority hereby releases BSW from any and all Road Work obligations as required by Section 3(B) of the Agreement, including the Road Warranty period set forth in Section 3(B) of the Agreement, and the Parties agree the payment specified in the paragraph is made in satisfaction of the Surface Repair Payment requirement stated in Section 3(C) of the Agreement (the “**Released Matters**”), provided, however, the Road Authority does not release BSW from the warranty period applicable to the warranty for bridge and culvert structure failures as provided for in the Agreement. If the Road Authority receives a report from a structural engineer licensed in the State of Illinois that the bridge and culvert structures under the Road Authority’s jurisdiction have been inspected following Decommissioning Work and Construction Work and the condition of each such bridge or culvert structure has not changed from the pre-construction inspection, then the Road Authority will release BSW from the warranty applicable to such bridge and culvert structures.
- 2. This Release may not be modified or amended except by a written instrument signed by all the Parties hereto.
- 3. This Release 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 Release by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Release.

4. Except as specifically modified in this Release, all terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Addendum and Release shall have the meaning ascribed and given to such terms in the Agreement. Should there be any inconsistency between the terms hereof and those of the Agreement, then the terms of this Release shall control.

IN WITNESS WHEREOF, this Addendum and Release is executed by the Parties hereto as of February 24, 2023.

Lee County, Illinois

BSW DevCo LLC

By: _____

Bob Olson, Chairman

By: Averill H. Conn

Name: Averill H. Conn

Title: Secretary

Attest:

County of Harris)

) ss

By: _____

State of Texas)

Nancy Petersen, County Clerk

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Averill H. Conn 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 Secretary of BSW DevCo LLC, a Delaware limited liability company, s/he signed and delivered said instrument on behalf of BSW DevCo LLC pursuant to authority given to him/her by the company's managing member(s).

Given under my hand and notarial seal on February 23, 2023.

Erica Nicole Shepherd
Erica Nicole Shepherd
Notary Public

