

COOPERATION AND RELEASE AGREEMENT

THIS COOPERATION AND RELEASE AGREEMENT ("Agreement") is made this 19th day of ~~August~~, 2014, between PLEASANT RIDGE ENERGY LLC ("Pleasant Ridge") and VILLAGE OF FORREST, an Illinois Municipal Corporation ("Village") (individually Pleasant Ridge and the Village are each a "Party" and collectively are the "Parties").

WHEREAS, Pleasant Ridge intends to construct, own and operate a wind-powered electric generation facility (the "Project") in Livingston County, Illinois and has presented to the Village preliminary drawings and plans describing the location of the Project facilities; and

WHEREAS, the Village acknowledges and agrees that Pleasant Ridge has adequately consulted them and accommodated them 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 as described by Pleasant Ridge in said preliminary drawings and plans furnished to it by Pleasant Ridge; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. (A) Pleasant Ridge shall not place or site any specific wind turbine within one-half mile of a Village boundary, as such boundaries exist as of the date of this Agreement and as depicted on Exhibit A; and

(B) Contingent upon (i) the commencement date for commercial operation for electricity production for sale by the Project (and excluding the production of any "test" energy) (such date "COD") and (ii) the placement of a minimum of at least one (1) Project wind turbine within one and one-half miles (1.5 miles) of a Village boundary, as such boundaries exist as of the date of this Agreement, Pleasant Ridge shall make payments to the Village, per installed wind turbine, in accordance with Exhibit B attached hereto.

(C) Notwithstanding the payment terms in Exhibit B, in the event Pleasant Ridge enters into a cooperation and release agreement with another municipality within fifty (50) miles of the corporate limits of the Village that provides for per turbine payments at a rate higher than that provided for herein, this Agreement shall be revised to incorporate that higher rate.

Notwithstanding the foregoing, such payment obligation shall cease upon the Project's decommissioning.

2. The Village hereby specifically waives and relinquishes its zoning and building authority over the Project within one and one-half miles (1.5 miles) of a Village boundary, as such boundaries exist as of the date of this Agreement or thereafter, as otherwise provided by 65 ILCS 5/11 13 26, and hereby further defers to Livingston County with respect to all requisite zoning and building approvals and permits:

3. The Village further agrees that it will not:

(A) Obstruct, delay, frustrate or oppose the Project in any way or encourage any other party to do so; or

(B) Take any action, directly or indirectly, or encourage another party to take any action, directly or indirectly, with any governmental authority, to oppose the issuance to Pleasant Ridge of any permit, grant, right, application or similar governmental action related to the Project in any way. The Village also expressly agrees that it will not oppose the placement by Pleasant Ridge of any Project infrastructure, including, but not limited to: transmission systems, substations, underground electrical collection systems or access roads, regardless of the distance of any portion of such system from a Village boundary.

4. If the Village breaches the terms of this Agreement, then, in addition to any other remedies available to Pleasant Ridge at law or in equity, the Village shall, within ten (10) business days of notice of such breach from Pleasant Ridge, refund to Pleasant Ridge all amounts paid by Pleasant Ridge to Village pursuant to this Agreement.

5. The Parties agree to keep the terms of this Agreement strictly confidential other than as necessary to enforce any continuing obligations of the Parties under the Agreement or as required by law.

6. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party.

7. 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.

8. Any written communication as aforesaid, if delivered or sent by facsimile or any other means of instant written telecommunication, will be deemed to have been given or made on the day on which it was delivered or sent as aforesaid if it is received at or before 16:00 on the day in question or, if such day is not a business day or if such written communication is received after 16:00, then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon either Party will be sufficiently delivered, given or served upon the Party in question, if in writing, and if either delivered by hand, by facsimile or by any other means of instant written telecommunication, in each case addressed as referenced below:

(A) In the case of Village to:

VILLAGE OF FORREST
ATTN: J. GULLIFORD
301 W. JAMES ST.
FORREST, IL 61741-0326

(B) And in the case of Pleasant Ridge to:

Pleasant Ridge Energy LLC
One South Wacker Drive, Suite 1900
Chicago, IL 60606

COPY

Attn: General Counsel
Facsimile: 312-224-1444

9. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transactions contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favour 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 action necessary to authorize either Party's execution and delivery of this Agreement.

10. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

PLEASANT RIDGE ENERGY LLC

VILLAGE OF FORREST

By: [Signature]

By: [Signature]

Name: KEVIN E. PARZYCK

Name: JAMES W GULLFORD

Title: Vice President

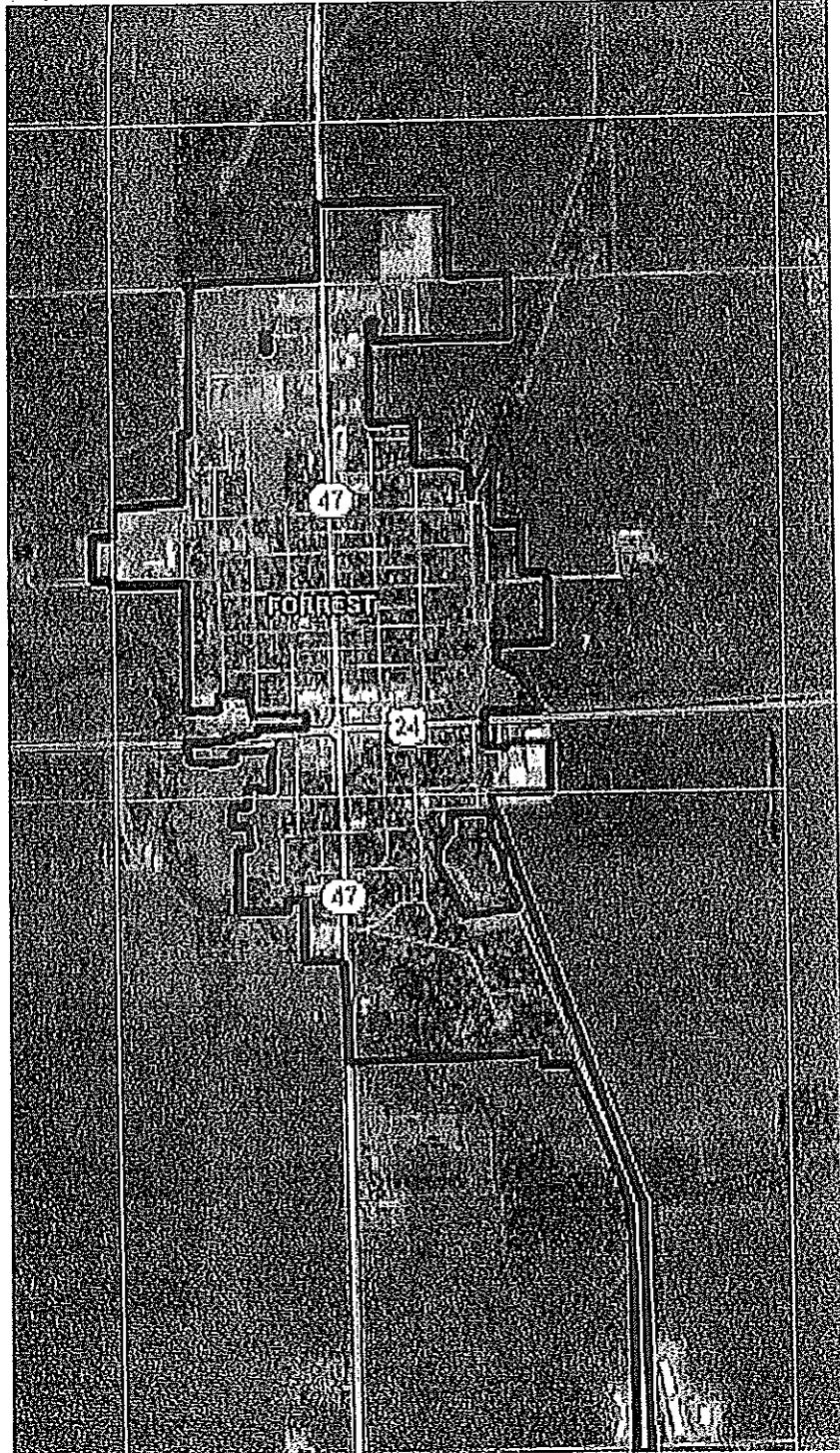
Title: VILLAGE PRESIDENT



COPY

EXHIBIT A

VILLAGE OF FORREST MUNICIPAL BOUNDARY



COPY

EXHIBIT B
PAYMENT SCHEDULE

<u>Year</u>	<u>Escalation</u>	<u>Per Turbine Payment (1-15)</u>	
1		\$	1,500.00
2	2.5%	\$	1,537.50
3	2.5%	\$	1,575.94
4	2.5%	\$	1,615.34
5		\$	2,000.00
6	2.5%	\$	2,050.00
7	2.5%	\$	2,101.25
8	2.5%	\$	2,153.78
9	2.5%	\$	2,207.63
10		\$	2,500.00
11	2.5%	\$	2,562.50
12	2.5%	\$	2,626.56
13	2.5%	\$	2,692.23
14	2.5%	\$	2,759.53
15		\$	3,000.00
16	2.5%	\$	3,075.00
17	2.5%	\$	3,151.88
18	2.5%	\$	3,230.67
19	2.5%	\$	3,311.44
20		\$	4,000.00
21	2.5%	\$	4,100.00
22	2.5%	\$	4,202.50
23	2.5%	\$	4,307.56
24	2.5%	\$	4,415.25
25		\$	4,500.00
26	2.5%	\$	4,612.50
27	2.5%	\$	4,727.81
28	2.5%	\$	4,846.01
29	2.5%	\$	4,967.16
30	2.5%	\$	5,100.00

SWY