

DECOMMISSIONING AGREEMENT

This Decommissioning Agreement (“**Agreement**”), dated as of _____, [] (“**Effective Date**”), by and between the County Commission of Knox County, Missouri, a political subdivision of the State of Missouri (“**County**”) and Northeast Missouri Wind, LLC, a Delaware limited liability company (“**NEMO**”). NEMO and the County are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

NEMO owns a commercial wind energy conversion facility in Knox County, Missouri (“**Project**”);

On [month] [day], 2022, NEMO and the County entered into that certain Commercial Wind Energy Project Development Agreement (“**Development Agreement**”);

In accordance with the Development Agreement, NEMO submitted a decommissioning plan prepared by [] (“**Decommissioning Plan**”), dated [month] [day], [year] (“**Decommissioning Plan Date**”); and

NEMO and the County wish to enter into this Agreement to comply with the Development Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Development Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEMO and the County hereby agree as follows:

AGREEMENT

1) Decommissioning Plan. NEMO shall decommission the Project and remove Project Facilities in compliance with the Development Agreement within twelve (12) months from the date of Project Abandonment and restore the Premises to as close to pre-construction conditions as reasonably practical. NEMO shall decommission the Project Facilities as follows:

- (a) All surface and subsurface drainage structures displaced or damaged during decommissioning shall be repaired.
- (b) All Wind Turbines, Transmission Lines, meteorological towers, above ground junction boxes, and above ground pad-mount transformers, if applicable, shall be removed.
- (c) Wind Turbine foundation pedestals shall be removed to a depth of four (4) feet below ground level.
- (d) If requested by the Participating Landowner, access roads shall be removed and the ground restored to a reasonably similar state as the remainder adjacent land.
- (e) Underground collector lines, wires, and cables shall be removed to a depth of four (4) feet below grade unless otherwise requested by the Participating Landowner. Underground collector lines, wires, and cables may be abandoned in place if they are at least a depth of four (4) feet below grade.

2) Financial Resources. As detailed in the Decommissioning Plan, the estimated cost of decommissioning exceeds the estimated salvage value by \$[] and in accordance with Development Agreement, NEMO has agreed to provide a letter of credit in such amount (“**Letter of Credit**”). The Letter of Credit shall be issued from a U.S. commercial bank, or a U.S. branch of a foreign commercial bank, which U.S. bank, or foreign bank, has and maintains a credit rating of “A-” or better from Standard and Poor’s, or “A3” or better from Moody’s. The Letter of Credit shall be posted within 45 calendar days after the Effective Date of this Agreement and shall remain in place for the benefit of the County until the Revised Plan (defined below) is submitted and a replacement letter of credit or surety bond is established in accordance with Section 3.

3) Failure to Post Replacement Letter of Credit. If (i) the issuer of the Letter of Credit provides written notice to NEMO and the County at least 30 calendar days prior to the expiration of the Letter of Credit that it will not automatically renew for another year, and (ii) NEMO does not post a new letter of credit (“**Replacement LC**”) prior to the date that is 15 calendar days after such notice is delivered, then the County may draw on the Letter of Credit for the total amount of the Letter of Credit then in place minus the amount of any previous draws. In the event the County draws on the Letter of Credit because of NEMO’s failure to post a Replacement LC in the time period stated above, then the County shall place the amount received from the draw on the Letter of Credit in an escrow account (“**Escrow**”). Such Escrow shall be for the benefit of the County and shall be disbursed to the County in the same manner and with the same conditions as the Letter of Credit. At such time as NEMO establishes a Replacement LC, the amount held in Escrow shall be paid to NEMO and the Escrow account shall be closed, less any reasonable fees imposed by the escrow agent or escrow provider.

4) Revised Decommissioning Plan. In accordance with the Development Agreement, NEMO shall file with the County a revised Decommissioning Plan on or before the fifth anniversary of the Decommissioning Plan Date, and every five years thereafter (each a “**Revised Plan**”). The Revised Plan filed on or before the fifth anniversary of the Decommissioning Plan Date shall include (i) revised decommissioning costs, (ii) revised salvage value estimates (including incorporating depreciation into the estimated salvage value of Project components used to calculate the net cost of decommissioning), and (iii) revised resale value assumptions (including resale market information reasonably sufficient to support the resale value assumptions included in the Revised Plan). NEMO shall revise the existing Letter of Credit in the amount the estimated decommissioning cost exceeds the salvage value (“**Revised Cost**”). A surety bond or letter of credit for the benefit of the County in the amount of the Revised Cost shall be established on or before the sixth anniversary of the Decommissioning Plan Date and every five years thereafter.

5) Right of Entry. If Developer fails to decommission the Project within 12 months after the date that Project Abandonment occurs, and a Participating Landowner requests that the County perform decommissioning activities on their land and grants the County a right to enter their land for such purposes, then NEMO hereby grants to the County the right to enter onto the Project site for the limited purpose of effecting or performing such decommissioning activities; *provided, however,* the County shall provide reasonable notice to any such Participating Landowner and NEMO prior to entering onto private property and the County shall comply with all applicable laws and policies, including complying with any plans, safety policies and procedures, or permits applicable to the Project.

6) Notices. Notices, consents or other documents required or permitted by this Agreement must be in writing and given by personal delivery, reputable overnight courier, or certified mail and shall be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail.

NEMO:

Address: Northeast Missouri Wind, LLC
c/o Cordelio Power
65 Queen Street W #605
Toronto, ON M5H 2M5
Canada

County:

Address: Knox County Commission
c/o Knox County Clerk
107 N 4th Street
Edina, Missouri 63537

7) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. An Agreement containing facsimile or electronic signatures of the Parties shall be deemed an original of the Agreement.

8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law provisions. In the event of litigation, NEMO and County hereby agree to waive any right to trial by jury.

9) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

10) Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be impacted and shall remain in full force and effect.

11) Due Authorization. NEMO and the County represent and warrant that this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation against the parties. No consent or authorization of any other person or governmental authority is required to make this Agreement effective.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Decommissioning Agreement to be executed as of the Effective Date.

COUNTY:
Board of County Commissioners of Knox County, Missouri

By: _____

Name: _____

Title: Presiding Commissioner

STATE OF MISSOURI §
 §
COUNTY OF _____ §

On this _____ day of _____ in the year 20[], before the undersigned, a Notary Public in and for said state, personally appeared _____, Presiding Commissioner of the Board of County Commissioners of Knox County, Missouri, known to me to be the person who executed the within Decommissioning Agreement and acknowledged to me that s/he executed the same for the purposes therein stated.

Printed Notary Name _____

My Commission Expires: _____

COUNTY:
 Board of County Commissioners of Knox County, Missouri

By: _____

Name: _____

Title: Western District Commissioner

STATE OF MISSOURI	§
	§
COUNTY OF _____	§

On this _____ day of _____ in the year 20[], before the undersigned, a Notary Public in and for said state, personally appeared _____, Western District Commissioner of the Board of County Commissioners of Knox County, Missouri, known to me to be the person who executed the within Decommissioning Agreement and acknowledged to me that s/he executed the same for the purposes therein stated.

Printed Notary Name _____

My Commission Expires: _____

DEVELOPER:

Northeast Missouri Wind, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____ in the year 20[], before the undersigned, a Notary Public in and for said state, personally appeared _____, _____ of Northeast Missouri Wind, LLC, a Delaware limited liability company, known to me to be the person who executed the within Decommissioning Agreement and acknowledged to me that s/he executed the same for the purposes therein stated.

Printed Notary Name _____

My Commission Expires: _____

Attest: _____

Name:

Title: