

RESOLUTION 110-1

RESOLUTION AMENDING THE SPRINGFIELD/SANGAMON COUNTY ENTERPRISE ZONE AND ESTABLISHING A MEMORADUM OF UNDERSTANDING FOR EXTENSION OF THE SPRINGFIELD/SANGAMON COUNTY TO CERTAIN PROPERTY FOR A PARTICULAR PURPOSE

WHEREAS, on the 9th day of December, 2014 the Sangamon County Board passed Resolution No. 15-1 establishing the Springfield/Sangamon County Enterprise Zone; and

WHEREAS, a public hearing was held on April 24, 2017 as required by the provisions of the Illinois Enterprise Zone Act; and

WHEREAS, Enterprise Zones provide state and local incentives used to promote the economic growth of the area; to reduce unemployment; and to encourage expansion, rehabilitation, and new construction of structures within the Enterprise Zone; and

WHEREAS, pursuant to Section 5.4(a)(I) of the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.) the City and the County desire to alter the boundaries to include property located in unincorporated Sangamon County on an approximately 80 acre portion of the north half of Sangamon County parcel number 36-18-.0-200-001;

NOW THEREFORE, BE IT RESOLVED, by the members of the County Board of Sangamon County, Illinois, in session this 9th day of May, 2017:

That the Springfield Sangamon County Enterprise Zone is amended by the Sangamon County Board to extend to certain property located on parcel number 36-18.0-200-001 as further described on attachment A, a copy of which is attached hereto, marked "Attachment A" and made of part hereof, under the terms and conditions of the following Memorandum of Understanding; and

FILED

MAY 05 2017

Don J. Hays
SANGAMON COUNTY CLERK

RECEIVED
2017

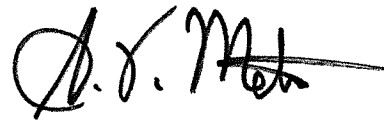
MAY 05 2017

Andy Goleman
SANGAMON COUNTY AUDITOR

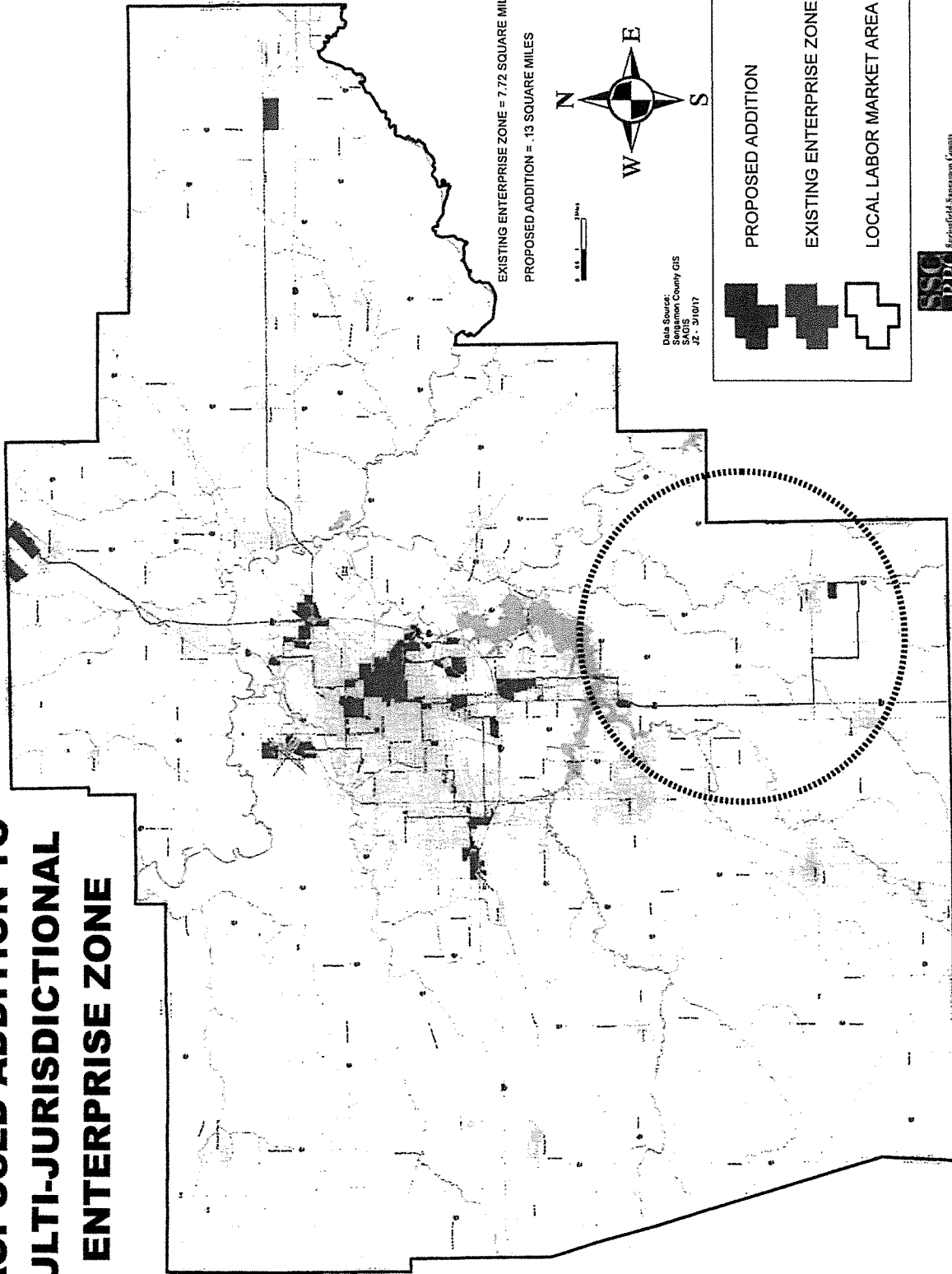
That the Sangamon County Board authorizes the execution of an Enterprise Zone Memorandum of understanding as described in Attachment B, a copy of which is attached hereto, made a part hereof and marked "Attachment B"; and

That the Director of the Office of Economic Development of the City of Springfield is hereby authorized and directed to submit the Enterprise Zone amendment application to DCEO pursuant to the terms of the Illinois Enterprise Zone Act and the rules and regulations promulgated under the Act. The Director is authorized and directed to cooperate with DCEO to ensure that all necessary information is provided to DCEO.

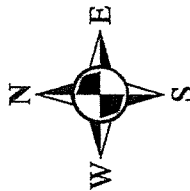
That this ordinance shall become effective immediately upon the approval of the application and this ordinance with the Sangamon County Recorder of Deeds and the Secretary of State.

A handwritten signature in black ink, appearing to read "D. J. Metz". The signature is stylized with a large initial "D" and a long horizontal stroke at the end.

PROPOSED ADDITION TO MULTI-JURISDICTIONAL ENTERPRISE ZONE



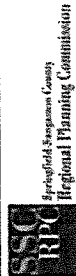
EXISTING ENTERPRISE ZONE = 7.72 SQUARE MILES
PROPOSED ADDITION = 13 SQUARE MILES

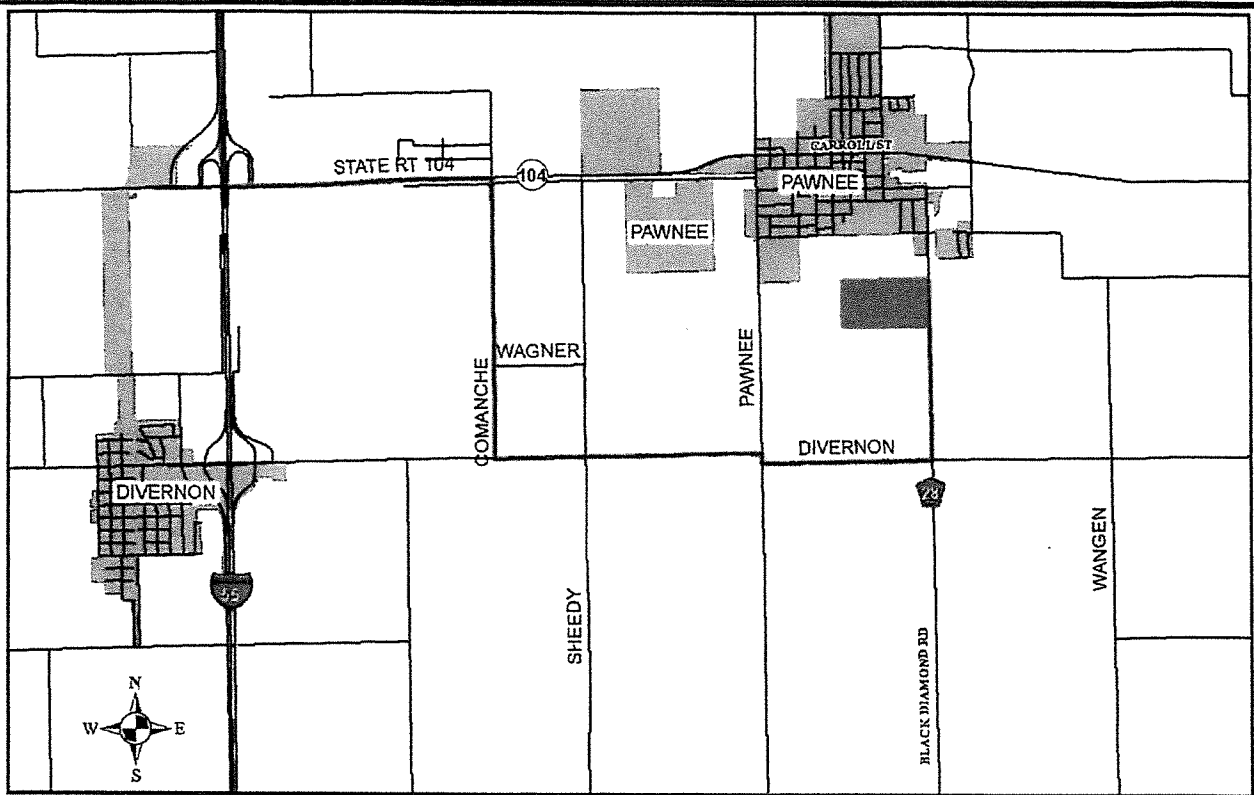


Data Source:
Saginaw County GIS
SAGIS
J2 - 3/10/17

Legend:

- PROPOSED ADDITION (represented by a thick black outline)
- EXISTING ENTERPRISE ZONE (represented by solid black shapes)
- LOCAL LABOR MARKET AREA (represented by a dashed circle)




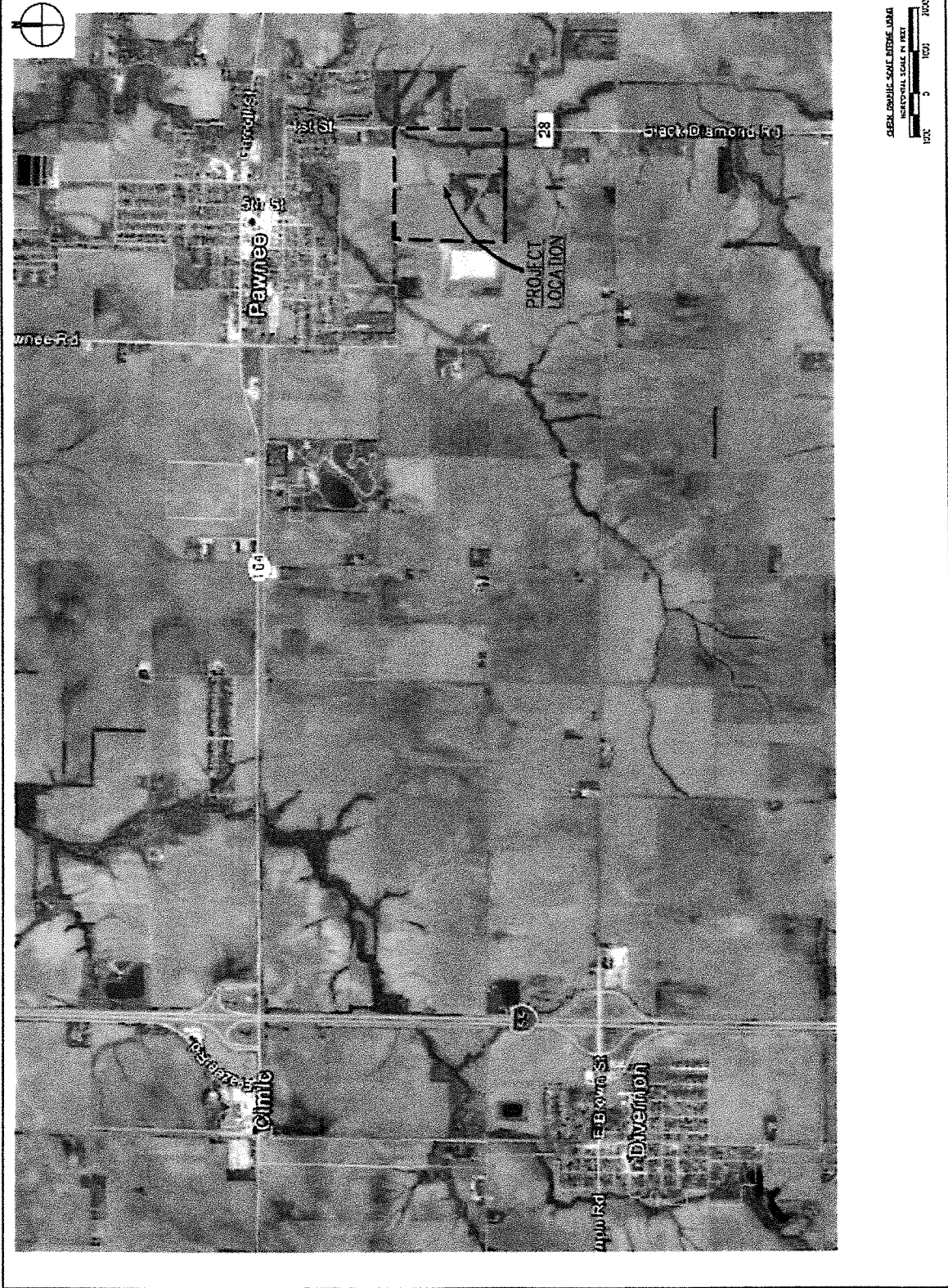


LEGAL DESCRIPTION -
 THE NORTH 1/2 OF THE NORTHEAST QUARTER OF
 SECTION EIGHTEEN, TOWNSHIP THIRTEEN NORTH, RANGE FOUR WEST
 OF THE THIRD PRINCIPAL MERIDIAN

 PROPOSED ENTERPRISE ADDITION




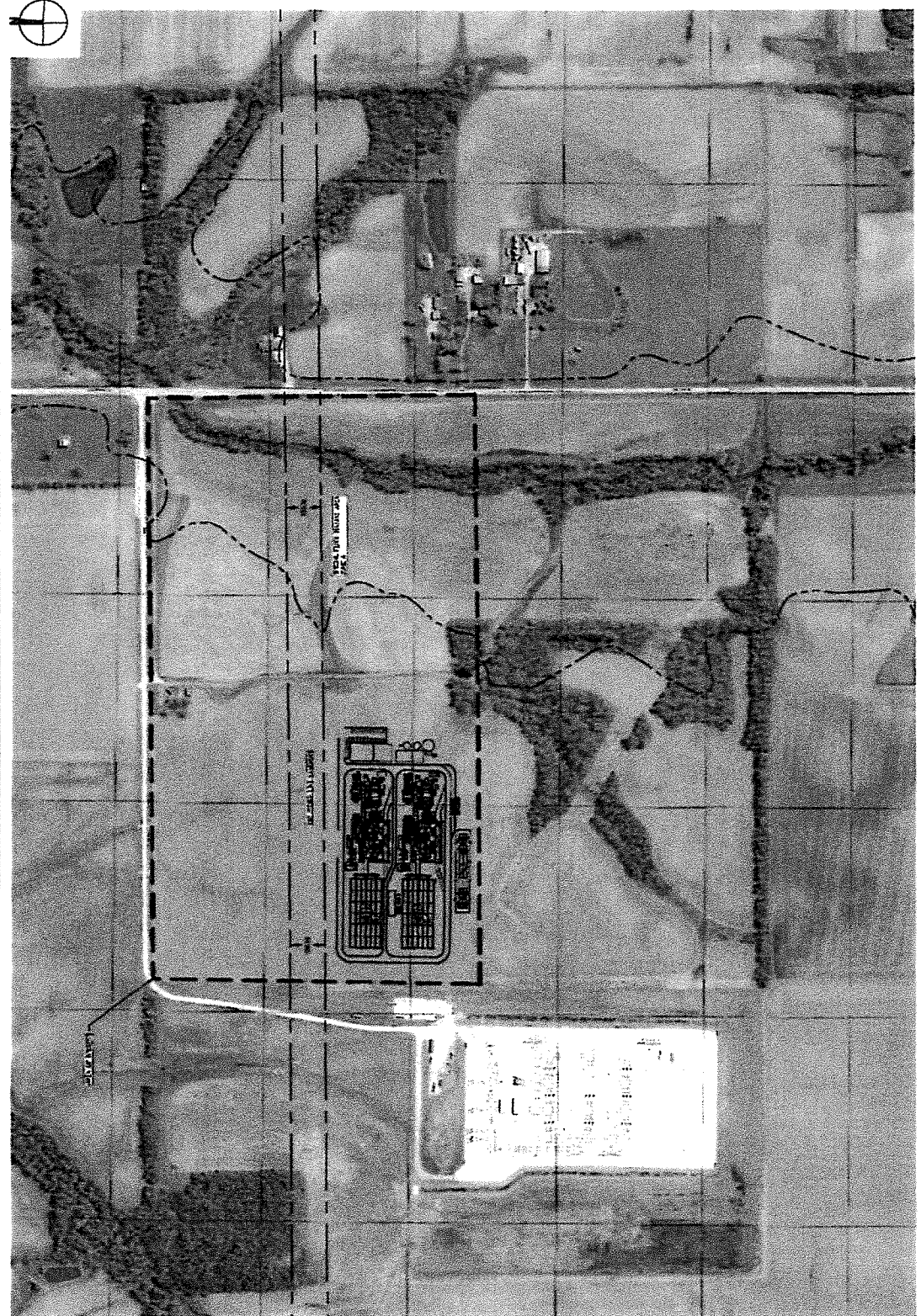
 <p>Architecture Engineering Environmental Services</p> <p>11115 Walnut St. Wilmington, PA 19381 Phone: 303.429.4200 Fax: 303.429.4202 www.quads.com</p>	<p>EMBERCLEAR POWER PROJECT COMBINED CYCLE SKETCH PLAN</p> <p>EMBERCLEAR, INC. 72 GLENMAYRA NATIONAL BLVD. MOOSIC, PA 18507-2133</p>	<table border="1"> <tr><td>DATE</td><td>NOV 2012</td></tr> <tr><td>BY</td><td>...</td></tr> <tr><td>APP'D</td><td>...</td></tr> <tr><td>CHECKED</td><td>...</td></tr> <tr><td>DESIGNED</td><td>...</td></tr> <tr><td>DRAWN</td><td>...</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>SHEET NO.</td><td>S-101</td></tr> <tr><td>TOTAL SHEETS</td><td>...</td></tr> <tr><td>PROJECT TITLE</td><td>LOCATION MAP</td></tr> </table>	DATE	NOV 2012	BY	...	APP'D	...	CHECKED	...	DESIGNED	...	DRAWN	...	SCALE	AS SHOWN	SHEET NO.	S-101	TOTAL SHEETS	...	PROJECT TITLE	LOCATION MAP
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PROJECT TITLE	LOCATION MAP																					
<p>S-101</p>																						



ATTACHMENT A

16-5

 <p>Architecture Engineering Environmental Services</p> <p>31 High Meadows Blvd. Warrington, PA 18978 Phone: 610.491.4800 Fax: 610.491.0282 www.quad3.com</p>	<p>EMBERCLEAN, INC. 72 GLENMARA NATIONAL BLVD MOOSIC, PA 18907-2133</p>	<table border="1"> <tr><td>NO. OF SHEETS</td><td>10</td></tr> <tr><td>SHEET NO.</td><td>102</td></tr> <tr><td>PROJECT NO.</td><td>0907-102</td></tr> <tr><td>DATE</td><td>04/23/09</td></tr> <tr><td>DRAWN BY</td><td>JL</td></tr> <tr><td>CHECKED BY</td><td>JK</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>TITLE</td><td>SKETCH PLAN</td></tr> </table>	NO. OF SHEETS	10	SHEET NO.	102	PROJECT NO.	0907-102	DATE	04/23/09	DRAWN BY	JL	CHECKED BY	JK	SCALE	AS SHOWN	TITLE	SKETCH PLAN
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SHEET NO.	102																	
PROJECT NO.	0907-102																	
DATE	04/23/09																	
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CHECKED BY	JK																	
SCALE	AS SHOWN																	
TITLE	SKETCH PLAN																	
<p>EMBERCLEAN POWER PROJECT COMBINED CYCLE SKETCH PLAN</p>	<p>SHEET 03</p> <p>S-102</p>																	



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 HORIZONTAL SCALE IN FEET
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ENTERPRISE ZONE
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of May, 2017, by and between SANGAMON COUNTY, ILLINOIS (“County”), the CITY OF SPRINGFIELD, ILLINOIS (“City”), and Lincoln Land Energy Center LLC (“LLEC”) located at 3000 Wilcrest Drive, Suite 200, Houston, TX 77042.

WHEREAS, the City and the County have encouraged the development of real property in the County through the Springfield/Sangamon County Enterprise Zone (“Enterprise Zone”); and

WHEREAS, LLEC has expressed the desire to have the Enterprise Zone extended to certain property within the County located on the north half of parcel #36-18.0-200-001 for the development of a natural gas to power facility; and

WHEREAS, the City and the County have the appropriate authority to request expansion of the Enterprise Zone to include said property with incentives for development of the project pursuant to State law and dependent upon State acceptance of the proposed extension of the Enterprise Zone; and

WHEREAS, LLEC has submitted a proposed project to the City and the County (a copy of which is attached hereto and marked “Exhibit A”) outlining details of its proposed anticipated \$1 Billion project. The project includes the acquisition of real property and the construction of a power plant utilizing natural gas combined cycle technology designed to produce up to 1,100 megawatts of electrical power and may be completed in a two-phase approach over a period of time (hereinafter referred to as the “Project”); and

WHEREAS, LLEC expects the Project will create 30 full-time permanent jobs at the plant itself for a full 1,100 megawatt power plant with an average wage of \$80,000 to \$90,000 and approximately 300 to 800 temporary construction jobs during the construction phase of the Project.

NOW THEREFORE, in consideration of mutual covenants hereinafter contained and the benefits expected to be realized by the Parties through the expanded Enterprise Zone, the Parties set forth their intentions and agreements below:

Section 1: Project Description

The Project is a new power plant utilizing natural gas combined cycle technology that will be located in unincorporated Sangamon County on an approximately 80 acre portion of the north half of Sangamon County parcel #36-18.0-200-001. It is projected that the Project will require a capital investment of up to 1 Billion Dollars and that it will be completed according to the timeline attached hereto and marked “Exhibit A.”

Section 2: Employment

Upon completion of the construction of the Project, LLEC's intent is to maintain thirty (30) full-time direct permanent positions at the Project having an annual average salary of \$80,000 to \$90,000 and having an annual payroll of approximately Two Million Four Hundred Thousand US Dollars. In addition, there will be third parties that will be providing services to the Project on an on-going basis including, but not limited to, utilities and maintenance personnel.

In addition, it is anticipated that 300-800 workers will be employed in the construction of the Project and thousands more will provide work in support of same with an anticipated construction cycle of over two years.

By executing this MOU, LLEC is committing itself to following non-discriminating hiring practices in regard to the Project and is acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

Section 3: Cooperation and Compliance by LLEC

Compliance with the Final MOU (*See* Sections 4, 10, and 21 hereof) shall be monitored annually by the Enterprise Zone Administrator. LLEC shall provide to the Zone Administrator any information reasonably required by the Zone Administrator to evaluate compliance with the Final MOU. By executing the Final MOU, LLEC agrees to provide any necessary payroll and purchasing information to document employment and purchases to the Zone Administrator.

By signing this MOU, LLEC is indicating, to the best of its knowledge, its compliance with all applicable local, state, and federal environmental laws related to its industry and, in regard to alleged or pending violations of such laws, its active pursuit of compliance. LLEC agrees to remain in compliance with environmental laws applicable to the Project throughout the term of the Final MOU.

LLEC acknowledges that an enterprise zone application and agreement are public information and are, therefore, subject to review by any entity requesting information related to the enterprise zone program.

Section 4: Tax Incentives

As soon as practicable after the execution of this MOU, the County and City agree to expand the Enterprise Zone to include Sangamon County parcel #36-18.0-200-001 so that the Project, upon State of Illinois approval, will be located within the Enterprise Zone. The Parties agree that the subject property may be removed from the Springfield Sangamon County Enterprise Zone and decertified by the State of Illinois for failure to comply with the contingencies set forth in Subsection C (below).

A. Property Tax Abatement:

For taxes levied in the first 5 years of abatement: 100%

For taxes levied in the second 5 years of abatement: 50%

The property tax abatements will be effective upon the State of Illinois' approval of the expanded Enterprise Zone.

The duration for tax abatement described above shall be for 10 years or until the expiration, termination or decertification of the Springfield/Sangamon County Enterprise Zone or until the Project property is subject to an annexation or pre-annexation agreement, whichever is sooner.

B. Sales Tax Abatement:

For the duration of the term of the Enterprise Zone, each retailer who makes sales at retail of building materials to be incorporated into the Project may deduct the receipts of such sales from the Illinois Retailers' Occupation Tax only to the extent that a building permit is issued for the construction, and the project is approved by the Sangamon County Administrator. A copy of the Zone Administrator's certificate of approval must be provided to the retailer at the time of purchase and maintained by the retailer in its books and records to establish the exemption.

C. All Tax Abatements

All tax abatements in the expanded Enterprise Zone are contingent upon the following: (1) execution of the Final MOU, (2) LLEC's commencement of the construction of the Project within two years of the approval of the inclusion of the property into the Enterprise Zone by the State of Illinois; (3) LLEC's reasonable compliance with substantial completion of the Project within the timeframe specified in Exhibit A; and (4) LLEC's compliance with the Final MOU. If LLEC materially fails to fulfill these obligations, the City and County in joint action may terminate (i.e., decertify the Project) or modify the tax incentives granted under the Final MOU after written notice and a reasonable opportunity to cure same and may after a failure to cure

terminate (i.e., decertify the Project) or modify the tax incentives granted under the Final MOU after written notice and a reasonable opportunity to cure same and may after a failure to cure require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under the Final MOU.

Section 5: Administration Fees

It is envisioned that the Final MOU will provide that the Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, will be authorized to collect an Administration Fee for the issuance of Sales Tax Exemption Certificates for construction materials from entities requesting said exemption, in order to offset the management and operational costs associated with the administration of the Enterprise Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operation procedures, which may change from time to time. At no time will all fees combined, which are related to a single project, exceed \$50,000 or such amounts as may be stipulated in state statute.

Section 6: Tax Requirements

LLEC shall pay such real estate and sales taxes as are not exempted under the Final MOU and shall file all tax reports and returns as required by law. If LLEC fails to pay such taxes or file such returns and reports, all incentives granted under the Final MOU are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

LLEC hereby certifies that at the time this MOU is executed, LLEC does not owe any delinquent taxes to any taxing authority of the State of Illinois.

LLEC affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Illinois or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other money to the State, a state agency, or a political subdivision of the State that is past due, whether or not the amounts owed are being contested in a court of law.

Section 7: Maintenance of Tax Incentives

Upon execution of the Final MOU, the City and the County shall perform such acts as they have legal authority to perform and which are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under the Final MOU including, without

limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 8: Revocation

The Parties envision that the Final MOU will contain the following terms: LLEC agrees to maintain a minimum of 90% of the employment level at the Project described in the Final MOU for the term of the abatement. Should employment levels drop to below 90% of the agreed employment level, a pro-rata reduction of the applicable abatement will be implemented for the next tax year or until employment levels return to the levels agreed to in the Final MOU.

Should employment levels drop below 50% of the project employment level agreed to in the Final MOU, abatement shall be terminated for that tax year or until employment levels return to the agreed levels in the Final MOU.

At the discretion of the Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 50% of the employment levels agreed to in the Final MOU may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.

The Administrator of the Springfield/Sangamon County Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Final MOU based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to LLEC that may result in LLEC's insolvency or discharge of workers.

If for any reason the Enterprise Zone designation expires, or the Department of Economic Development of the State of Illinois revokes certification of the Zone, or the City and County revoke the designation of the zone, entitlements granted under the Final MOU shall continue for the number of years specified under the Final MOU unless LLEC materially fails to fulfill its obligations under the Final MOU and the City and County terminate or modify the exemptions from taxation granted under the Final MOU.

If LLEC materially fails to fulfill any of its obligations under the Final MOU, or if it is determined that the certification as to delinquent taxes required by the Final MOU is fraudulent, the City and County may terminate or modify the exemptions from taxation granted under the Final MOU and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under the Final MOU.

The City and the County are authorized to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien on the exempted property shall attach, and may be perfected, collected and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

Section 9: Expenses

Each Party shall bear separately and solely all cost and expenses incurred in connection with this MOU including, but not limited to, legal fees and associated expenses.

Section 10: Assignment and Transfer

The property tax abatements to be granted in the Final MOU will be specifically granted to LLEC and may not be assigned or transferred without the written consent of the Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, on behalf of the taxing bodies. In the event that LLEC desires to transfer or assign any or all of its ownership of the real estate where the Project is located, LLEC must submit a written request to the Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, shall review LLEC's request to transfer said abatement, and determine the new owner's eligibility for such transfer, subject to applicable law and the terms of the Final MOU. The Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

In order to successfully complete the Project, this MOU shall be the basis for a more definitive agreement that will be required by the Project's financing parties. The Parties shall work together to finalize this definitive agreement in a timely manner prior to any Project construction activities. The Parties understand and agree that the property and sales tax abatements afforded by the enterprise zone designation of the subject property requires a final definitive version MOU (referred to herein as the "Final MOU") to be mutually agreed upon and executed by the Parties.

Section 11: Limitation of Liability

No Party shall be liable to any other party for incidental, indirect, consequential, or punitive damages resulting from or arising out of this MOU, including, without limitation, loss of profits or business interruption, regardless of how such damages are caused, including, without limitation, the sole, joint, or concurrent negligence of any Party, and each Party hereby releases the other Parties from such damages. The Parties' rights and obligations in this paragraph shall survive the termination of this MOU, subject to any superseding provisions of any definitive agreements.

Sections 12: Compliance with Law

The Parties agree at all times to perform their responsibilities in a professional manner and to comply with all laws and regulations.

Section 13: Indemnification

Each Party shall indemnify, defend and hold the other Party harmless from and against any liability, claims, suits, demands, and all reasonable expenses and costs arising out of the other Party's negligence or willful misconduct in connection with this MOU.

Section 14: Notice

Any notice given pursuant to or in connection with this MOU shall be sent by personal delivery, courier, email with reply acknowledgement and acceptance or certified mail to the following addresses or to such other address as a party shall specify by written notice to the others:

City of Springfield

County of Sangamon

Lincoln Land Energy Center LLC
3000 Wilcrest Drive, Suite 200
Houston, TX 77042
Attention: Mr. Raj Suri Email: rsuri@emberclear.com

Section 15: Governing Law

This MOU shall be governed and enforced in accordance with the laws of the State of Illinois. The Parties agree that any legal action between them must be brought before the Sangamon County Circuit Court without regard to conflict of law provisions. The Parties agree that the Sangamon County Circuit Court shall be the exclusive venue and shall have exclusive personal and subject matter jurisdiction over any dispute related to this MOU.

Section 16: No Joint Venture

The Parties do not intend by this MOU to create or constitute a partnership, an agency relationship, a joint venture, a corporation, or any similar relationship between or among themselves, nor does this MOU obligate any Party to enter into any such relationship.

Sections 17: Entire Agreement

This MOU represents the entire agreement between the Parties. The recitals and exhibits to this MOU are incorporated into and constitute a part of this agreement. Any modifications, waivers or amendments to this MOU must be in writing and signed by both Parties.

Section 18: Intentionally Blank

Section 19: Tax Increment Financing District or Redevelopment Area Overlay

In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said development project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

Section 20: Compliance With Other Laws

Neither the execution of this MOU nor the establishment of an Enterprise Zone shall excuse compliance with other applicable laws, ordinances, or regulations unless expressly superseded by this MOU or the Enterprise Zone Act. Any development undertaken pursuant to the creation of the Enterprise Zone shall be performed in full compliance with all applicable laws and processes.

Section 21: Intent of Parties

This MOU expresses an intended common line of action for the Parties to pursue in order to achieve the goal of expanding the Enterprise Zone so that LLEC can proceed with the Project in the expanded Enterprise Zone. This MOU also serves as an acknowledgement by the parties that neither this MOU nor the expansion of the existing Enterprise Zone will, together or standing

alone, entitle LLEC to sales or property tax abatements regarding the Project. The Parties agree that LLEC will not be entitled to such tax abatements regarding the Project unless and until a more definitive memorandum of understanding (the "Final MOU"), specifically setting forth in further detail the Parties obligations and rights in regard to the expanded Enterprise Zone, is agreed to and executed by the Parties.

Section 22: LLEC Right to Terminate.

LLEC, at its sole discretion, may terminate this MOU if it fails to complete a water supply and/or water treatment services acceptable to LLEC and LLEC's financing parties within 24 months of the execution of this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the Effective Date by their duly authorized representatives as follows:

City of Springfield

County of Sangamon

Name: _____

Name: _____

Title: _____

Title: _____

Lincoln Land Energy Center LLC

Name: _____

Title: _____

EXHIBIT A

Anticipated benchmarks:

Preliminary MOU with Sangamon County approved	May 8, 2017
Approval of Industrial Zoning.....	May 9, 2017
Approval by County Board of Enterprise Zone.....	May 9, 2017
City approval of Enterprise Zone	June 20, 2017
DCO approval of Enterprise Zone.....	June 28, 2017
Joint Development MOU executed with County and City.....	July 14, 2017
MISO initial Application submission.....	March 13, 2018
NPDES Permit Application submitted.....	March - April, 2018
Air Permit Application submission.....	March – April 2018
Air Permit approved by IEPA.....	May - July, 2019
MISO Interconnect Service Agreement.....	June - September, 2019
Target Project Financial Closing	August - October, 2019
Target Construction Start.....	October - December, 2019
Target Completion and service operation.....	February - April 2022

PROPOSED ADDITION TO MULTI-JURISDICTIONAL ENTERPRISE ZONE

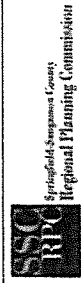
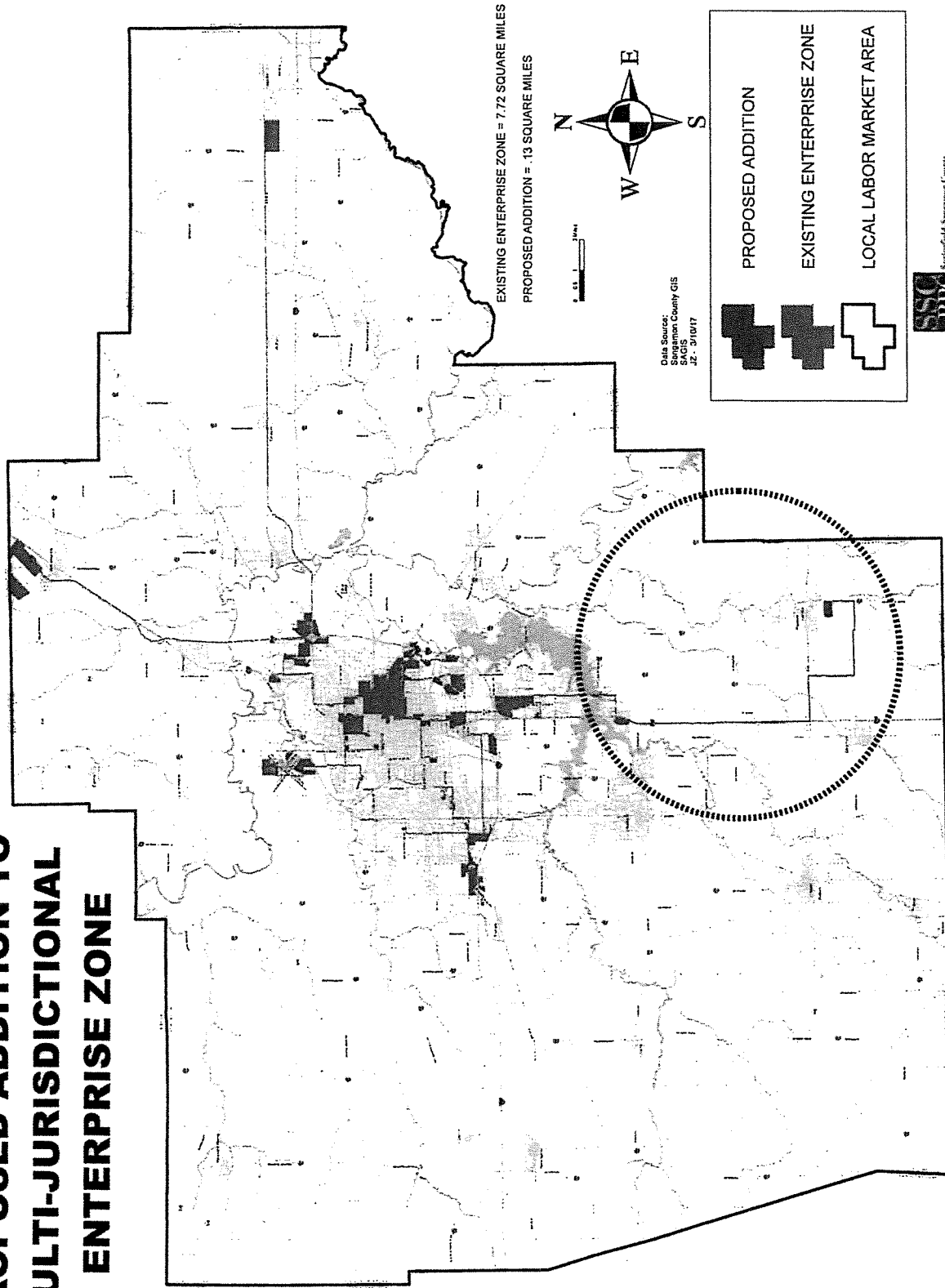
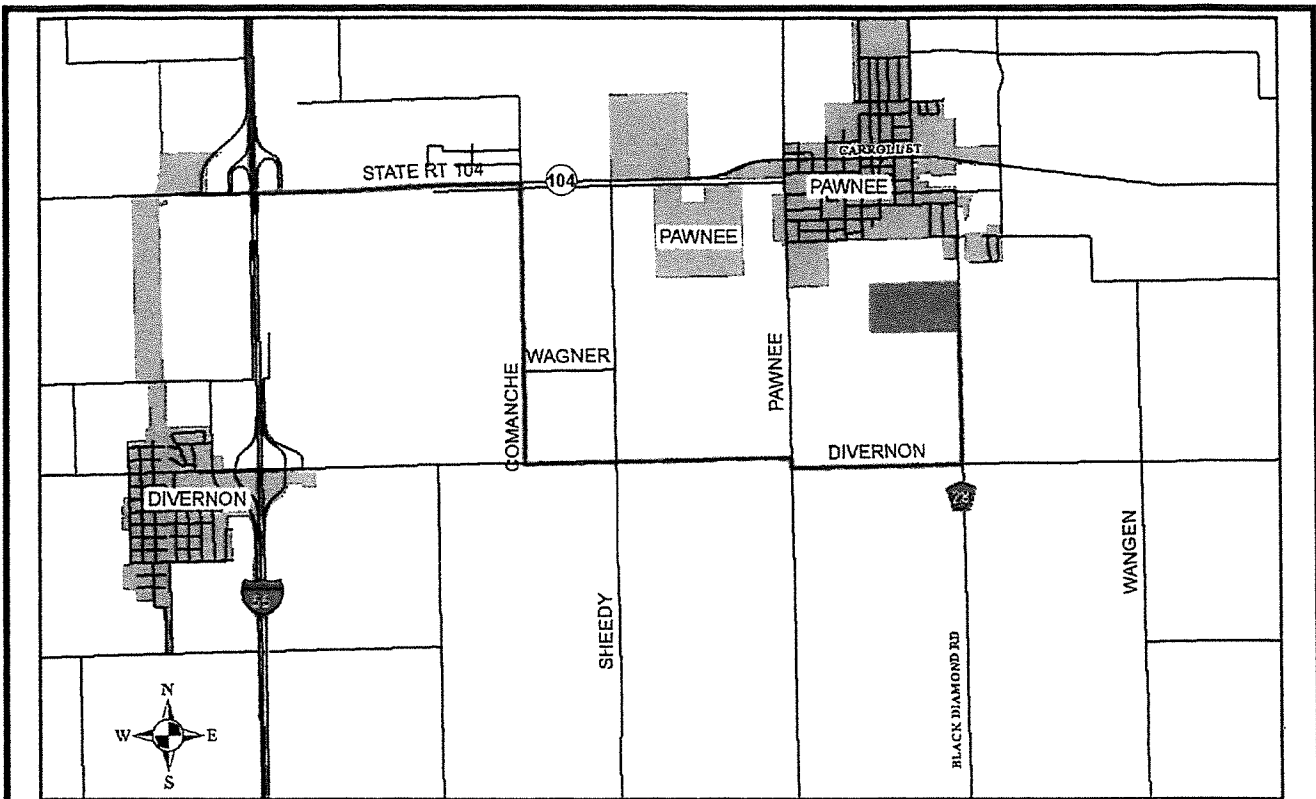


EXHIBIT A



LEGAL DESCRIPTION -
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 SECTION EIGHTEEN, TOWNSHIP THIRTEEN NORTH, RANGE FOUR WEST
 OF THE THIRD PRINCIPAL MERIDIAN

 PROPOSED ENTERPRISE ADDITION



EXHIBIT A

Quada
 Architecture
 Engineering
 Environmental Services

511001 Westwood St
 York, PA 17403
 Phone: 717.444.4333
 Fax: 717.444.4333
 www.quada.com

**EMBERCLEAR POWER PROJECT
 COMBINED CYCLE
 SKETCH PLAN**

EMBERCLEAR, INC.
 72 GLENMAYRA NATIONAL BLDG
 WOODSIC, PA 18507-2133

LOCATION MAP

DATE	BY	SCALE	REVISION

S-101

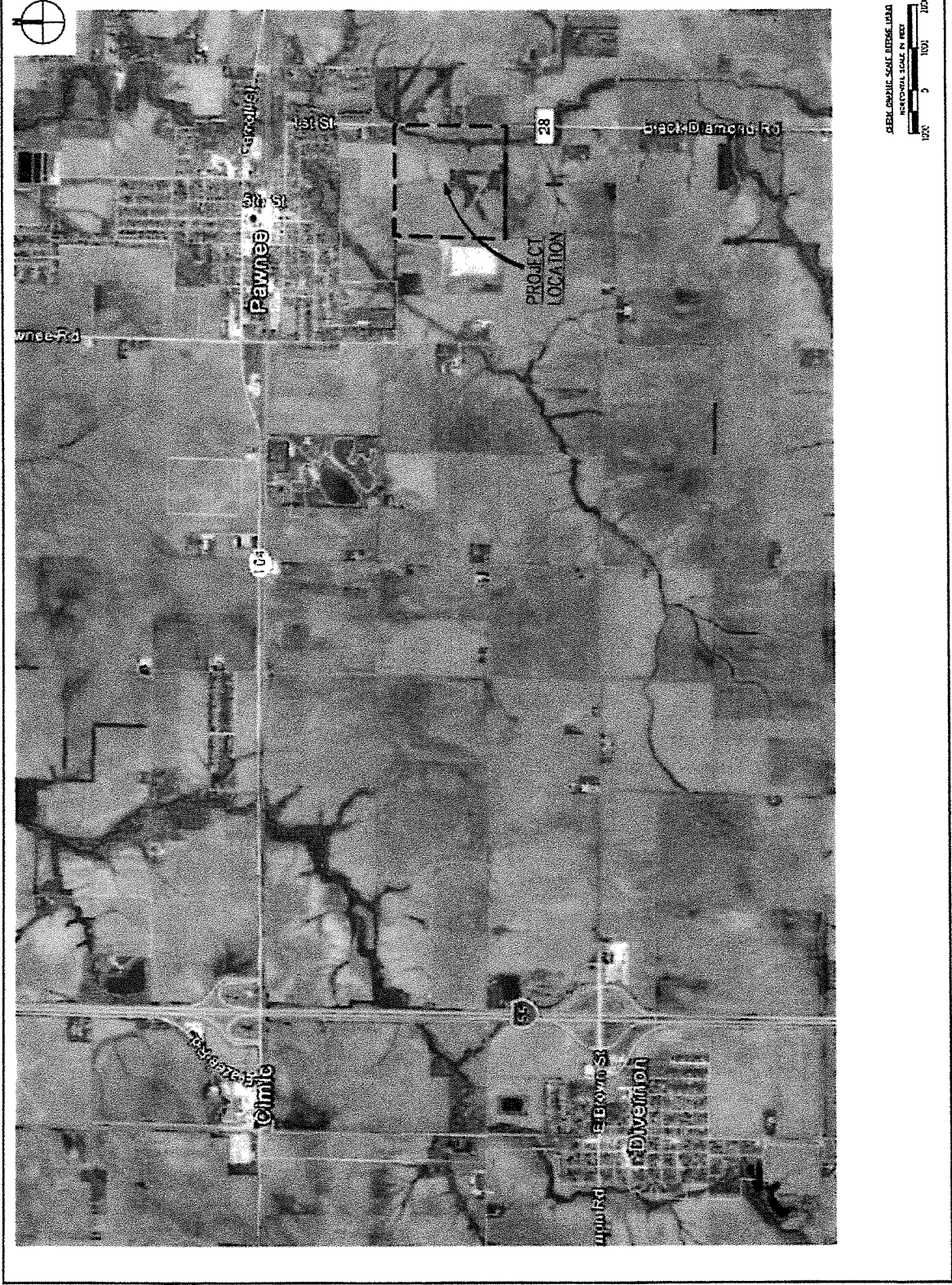


EXHIBIT A

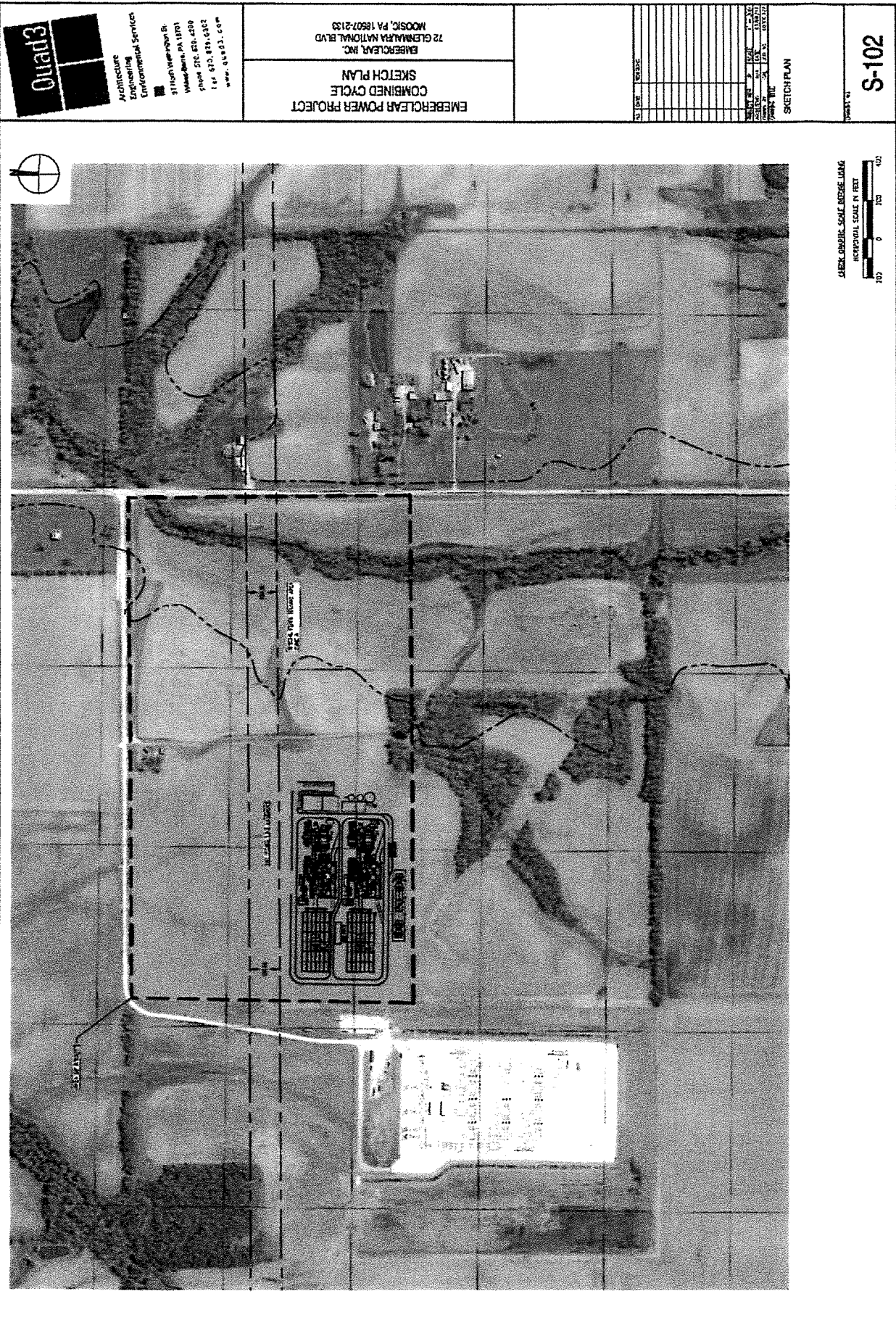


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