

## APPENDIX E - GOOD NEIGHBOR AGREEMENT

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RES ID # [\_\_\_\_\_]

## SETBACK AND IMPACTS EASEMENT, WAIVER, AND AGREEMENT

This Setback and Impacts Easement, Waiver, and Agreement (this “*Agreement*”) is executed effective as of \_\_\_\_\_ 2024 (the “*Effective Date*”), by and between [\_\_\_\_\_] (“*Landowner*”), and Panther Grove 2 LLC, a Delaware limited liability company (“*Grantee*”). Landowner and Grantee are sometimes referred to in this Agreement as a “*Party*” or collectively as the “*Parties*.”

### RECITALS

A Landowner is the owner of a certain tract of real property located in Livingston County, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof (the “*Property*”);

B Grantee is the owner of that certain wind energy project located in Livingston County, Illinois, as now exists, as may be constructed, as may be modified, and as may be expanded from time-to-time, proximate to the Property and consisting of multiple and various Windpower Facilities (defined below) (the “*Project*”); and

C Landowner desires to consent to the location of Windpower Facilities.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree:

#### 1 Definitions and Interpretation.

(a) “Windpower Facilities” means as Grantee determines in its sole discretion are appropriate, necessary, or useful, all equipment, improvements, and systems for developing and building the Project, converting wind energy into electricity, and interconnecting the Project to the electrical grid and transmitting electrical energy, including:

(i) wind power generating machines or systems of any kind (including supporting towers, foundations, and any other associated equipment or structures (each, a “*Wind Turbine*”);

(ii) overhead and underground electrical distribution, collection, transmission, and communications lines, electric transformers, telecommunications equipment, and directly-related power generation facilities;

(iii) roads and access driveways;

(iv) meteorological towers and wind measurement equipment;

(v) maintenance yards, lay-down yards, pads, and related facilities and equipment; and

(vi) temporary construction-related equipment, such as a concrete batch plant, and other directly-related equipment and/or facilities.

#### 2 Waiver; Consent; and Grant of Easements.

**CONFIDENTIAL**

(a) *Restrictions.* The (A) Livingston County Ordinance (the “*Ordinance*”), (B) Special Use Permit for the Project (the “*SUP*”); and/or (C) federal, state, and local approvals, codes, common law, orders, ordinances, permits, regulations, rules, and statutes of any federal, state, or local government or any governmental or quasi-governmental agency, authority, court, instrumentality, regulatory body or other entity with jurisdiction over any part of the Project (each a “*Governmental Authority*”) applicable to the Project (“*Applicable Law*”), prescribe and/or are expected to address and prescribe, among other things the restrictions listed below.

(i) Wind Turbines must be set back of at least a distance of two and one-tenth (2.1) times the distance from the rotor blade at its highest point to the top surface of the Wind Turbine foundation (such distance, the “*Wind Turbine Height*”) from any structure that one or more persons occupy the majority of time on the Property for either business or personal reasons, including structures such as residences, commercial buildings, hospitals, and day care facilities, but excluding structures such as hunting sheds, storage sheds, pool houses, unattached garages and barns (“*Primary Structure*”), with such distance between the Primary Structure and the Wind Turbine being measured from the point of the Primary Structure foundation closest to the Wind Turbine to the center of the Wind Turbine foundation (the foregoing setback requirement, the “*Primary Structure Setback*”).

(ii) Wind Turbines must be set back from adjacent property lines of a distance of at least one and one-tenth (1.1) times the Wind Turbine Height (the “*Boundary Setback*”).

(iii) The Ordinance, the SUP, and any other Applicable Law may contain: limitations on shadows or flicker onto the Property, the impact of Windpower Facilities on the view from, of, and on the Property, visual effects, flashing or blinking lights, air turbulence, electromagnetic fields, frequency interference, infrasound, noise, stray voltage, vibration, and wake and other effects related to renewable energy projects (collectively, “*Effects*”) (the foregoing limitations, the “*Effects Limitations*”).

(iv) The Primary Structure Setback, Boundary Setback, and the Effects Limitations are hereinafter referred to collectively as the “*Restrictions*”.

(b) *Waiver of Restrictions; Consent.* To the maximum extent permitted by the Ordinance, the SUP, and any other Applicable Law, Landowner waives the Restrictions, as well as any other present or future setbacks or restrictions regarding the location of Windpower Facilities relative to any Primary Structure on the Property or any Property boundary or any activities conducted on the Property (whether existing or conducted on the Effective Date or later). Landowner further acknowledges, understands, and agrees Windpower Facilities may be located near Property boundaries and within contractually or legally prescribed setbacks; *provided, however,* Wind Turbines are: (i) set back far enough from the Property boundary such that the Wind Turbine blades do not overhang above the Property and (ii) not located closer than [ ] feet to a Primary Structure. For the Term, Landowner authorizes and consents to the location of Windpower Facilities in the Project, including near Property boundaries and within contractually or legally prescribed setbacks (the “*Setback Deviations*”), and Landowner waives any and all rights and claims of any kind, nature, or type related to the Setback Deviations and releases and will hold harmless Grantee and its affiliates, agents, contractors, directors, employees, invitees, lenders, mortgagees, members, officers, partners, permittees, suppliers, and vendors (collectively, “*Grantee Personnel*”) from and against any such claims.

(c) *Consent to Effects; Waiver.* Landowner acknowledges, understands, and agrees Windpower Facilities may cause or generate Effects on Landowner or the Property related to the Project. For the Term, Landowner authorizes and consents to the cause and generation of Effects, waives any and all rights and claims of any kind, nature, or type related to Effects, and releases and will hold harmless Grantee Personnel from and against any such claims.

(d) *Grant of Easements.* Landowner grants Grantee, and Grantee accepts, easements for and with respect to the Setback Deviations and the cause and generation of all Effects.

(e) *No Access or Installation Rights.* Notwithstanding the authorizations, consents, and grants in this Section 2, and for purposes of clarification, Grantee may neither enter, access or cross the Property nor install any Windpower Facilities on the Property without the prior consent of Landowner.

3 Term. The term of this Agreement will commence on the Effective Date and continue until the earlier of: (a) the expiration of the Development Term (defined below); (b) Grantee's termination of this Agreement during the Development Term; and (c) removal of the Windpower Facilities exceeding the Restrictions (the "*Term*").

The "*Development Term*" is an initial term commencing on the Effective Date and continuing until the earlier to occur of (i) the date on which Grantee begins selling/producing electrical energy generated by the Project to a third-party power purchaser (the "*Operations Date*") or (ii) the 5<sup>th</sup> anniversary of the Effective Date; *provided, however*, if the Operations Date has not occurred on or before the 5<sup>th</sup> anniversary of the Effective Date, but Commencement of Construction (defined below) of the Project has started by such date, then the Development Term will be extended to the Operations Date; *provided, further*, after Commencement of Construction, Grantee thereafter pursues completion of the Project with commercially reasonable diligence. Such extension will not exceed 24 months from the 5<sup>th</sup> anniversary of the Effective Date. "*Commencement of Construction*" means the start of excavation, installation, or construction of improvements for the Project, including roads, but will not include survey or wind measurement work.

#### 4 Payments.

(a) *Development Term Payments.* Within thirty (30) days after the Effective Date, Grantee will pay Landowner a one-time payment of [\_\_\_\_], and within thirty (30) days following each anniversary of the Effective Date during the Development Term, Grantee will pay Landowner an annual payment of [\_\_\_\_\_].

(b) *Operations Payment.* Upon the achievement of the Operations Date, if any Wind Turbine Grantee installs in the Project is closer than the Primary Structure Setback or Boundary Setback and is not located on land other than the Property in which Landowner has a either a full or partial ownership interest (whether directly or through an equity interest in an entity that owns that land), then Grantee will pay Landowner, per each Wind Turbine located closer than the Primary Structure Setback and/or the Boundary Setback, at the written election of Landowner, either: (i) a one-time payment equal to [\_\_\_\_\_] within thirty (30) days of the Operations Date, or (ii) an annual payment of [\_\_\_\_\_] within thirty (30) days of the Operations Date and following each anniversary for the remainder of the Term (the "*Annual Operations Payment*"). On the first January 1<sup>st</sup> after the Operations Date and on each January 1<sup>st</sup> thereafter during the Term,

the Annual Operations Payment will escalate annually by the increase in the prior year's average Consumer Price Index-Midwest Region All Items.

5 Evidence of Consent. At no cost to Landowner, Landowner will reasonably assist Grantee in complying with any approval, consent, entitlement, permit, requirement, or similar authorization of Governmental Authority required (or necessary, as Grantee determines in its discretion) by Applicable Law in connection with the development, construction, and/or operation of the Project (each a "Permit") requirement. Whether requested or required by a Governmental Authority or otherwise, Landowner will promptly evidence, in writing or as otherwise requested by Grantee, Landowner's various consents, authorizations, and approvals as set forth in this Agreement, and Landowner authorizes Grantee's providing such consents, authorizations, and approvals to any Governmental Authority.

6 Permit Support. Landowner agrees not to oppose, in any way, any Permit application.

7 Estoppel Certificates, etc. At no cost to Landowner, Landowner will execute estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Grantee lender may reasonably request from time to time.

8 Wind Turbine Installation. Grantee will not install more than two (2) Wind Turbines closer than the Primary Structure Setback and/or Boundary Setback without Landowner's written consent.

9 Communications Interference. Grantee does not anticipate any interference with television, internet, or telephone reception on the Property. However, for further assurance, Grantee will repair any interference to television, internet, or telephone reception located on the Property that the Project is proven to have caused.

10 Limitation on Remedies. To the fullest extent permitted by Applicable Law, and notwithstanding any part of this Agreement or any rights or remedies Landowner has at law or in equity to the contrary: (a) Landowner will not (and hereby waives the right to) start or pursue any action to cancel, reform, rescind, or terminate this Agreement; *provided, however,* Landowner does not limit its right to pursue amounts (if any) due Landowner under this Agreement; and (b) Landowner agrees its sole remedy in the case of Grantee's breach of this Agreement will be a suit for monetary amounts due under this Agreement.

11 Runs with the Property. For the Term, the covenants, burdens, and rights contained in and granted by this Agreement will run with and against the Property and inure to the benefit of and bind Landowner and Grantee and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through, or under them.

12 Memorandum of Agreement. Landowner and Grantee will execute in recordable form, and Grantee will then record, a memorandum of this Agreement (and memoranda of any amendment to this Agreement, as applicable) satisfactory in form and substance to Grantee and Landowner. Landowner hereby consents to the recordation of the interest of an assignee in the Property and acknowledges Grantee may revise or replace the description of the Property as set forth in the memorandum. Neither Party will record this Agreement.

13 Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, will be in writing and will be deemed given when personally delivered

to Landowner or Grantee, or in lieu of such personal delivery services, one business day after deposit with a nationally-recognized overnight courier or five days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Landowner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Grantee:

c/o Tri Global Energy, LLC  
Attn: President  
15725 Dallas Parkway, Suite 550  
Addison, Texas 75001-3467

Any Party may change his or its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this Section.

14 Miscellaneous.

(a) *Legal Matters.* The laws of the state in which the Property is located govern this Agreement. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY MATTER RELATED TO THIS AGREEMENT. The prevailing Party in any dispute related to this Agreement will be entitled to the recovery of its actual, reasonable attorney and legal costs and fees incurred in connection with such dispute from the non-prevailing Party.

(b) *Assignment.* Grantee may assign this Agreement (including by collateral assignment), without Landowner’s consent. This Agreement will inure to the benefit of and be binding upon Landowner and Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement will be deemed to include its assignees holding a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

(c) *Counterparts.* This Agreement may be executed in counterparts, and electronic copies or photocopies will be regarded as originals.

(d) *Amendments.* This Agreement may not be amended except in a written instrument signed by authorized representatives of both Parties.

(e) *Cooperation.* For no additional consideration, each Party will perform such additional acts and/or execute such additional documents as may be reasonably requested by the other Party in order to give effect to the intent and purposes of this Agreement.

(f) *Partial Invalidity.* Should any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(g) *Entire Agreement.* This Agreement, together with any attached addenda, exhibits, or schedules constitutes the entire agreement between the Parties related to its subject matter. There are no conditions, warranties, representations or other agreements between the parties in

connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

[ The signature page to this Agreement appears on the next page ]

[ The remainder of this page is intentionally left blank ]

The Parties have executed this Setback and Impacts Easement, Waiver, and Agreement as set forth below.

LANDOWNER:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

GRANTEE:

PANTHER GROVE 2 LLC

By: \_\_\_\_\_

Thomas M. Carbone  
Authorized Signor

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

Being [\_\_\_\_\_] acres of land, more or less, located in Livingston County, Illinois, and being more particularly described as follows:

Tract 1:

Parcel Number:

Acreage:

Legal Description: