

LRE NEIGHBOR BENEFIT GRANT AGREEMENT

This **Neighbor Benefit Grant Agreement** (this “**Agreement**”) is made and entered into as of the date of last signature below (the “**Effective Date**”), by and between **Leeward Renewable Energy Development, LLC**, a Delaware limited liability company (“**Company**”), and [**Neighbor Benefit Grant Recipient Name**], an individual who resides at or owns property located at [**Property Address**] (“**Recipient**”).

1. **Benefit Payment.** Subject to the terms and conditions of this Agreement:
 - a. The Company desires to make a voluntary benefit payment of \$25,000.00 (“Benefit Payment”) to Recipient, and;
 - b. Recipient agrees to accept the Benefit Payment.

The Parties therefore agree as follows:

- a. The Company agrees to make the Benefit Payment to Recipient in two installments as follows:
 - i. First Installment: 10% of the total Benefit Payment shall be paid to Recipient within 60 days of full execution of this Agreement and Company’s receipt of Recipient’s W-9 form.
 - ii. Final Installment: The remaining 90% of the total Benefit Payment shall be paid within 60 days after the Company issues a formal Notice to Proceed (“NTP”) for the construction of the Project.
 - b. The Benefit Payment may be made directly by the Company or by an affiliate of the Company.
 - c. The Benefit Payment is provided voluntarily by the Company and does not create any obligation for Recipient to take or refrain from taking any action related to the Project.
 - d. If the Project is canceled or does not reach NTP, the Recipient shall not be required to return the First Installment but acknowledges that no further payments shall be made. Likewise, ownership of or residency at the property listed above is a prerequisite to receipt of payment by the Company and Company may seek or request confirmation from Recipient that Recipient still owns or resides at the property listed above before any required payment is made.
2. **Eligibility and Representations.** Recipient represents and warrants that:
 - a. Residency/Ownership:
 - i. If Recipient is a homeowner, Recipient is the fee simple owner of the property listed above.
 - ii. If Recipient is a renter, Recipient resides at the property with the consent of the property owner.
 - b. No Interest in the Company or the Project. Recipient represents and warrants that neither Recipient nor any officer, member, employee, or governing body member of Recipient has any direct or indirect financial interest in the Company, any affiliate thereof, or the Burr Oak Solar project (the “Project”).

3. **No Conflict of Interest.** Recipient further represents and warrants that:
 - a. Neither Recipient nor any officer, member, or employee of Recipient, nor any public official affiliated with Recipient, has participated or will participate in the review or approval of the Project or is reasonably likely to do so in the future.
Recipient represents that accepting the Benefit Payment does not create an improper conflict of interest, including but not limited to any involvement in the permitting, approval, or regulatory review or oversight of the Project. If any potential conflict of interest arises, Recipient agrees to promptly disclose to the Company in writing for evaluation and resolution.

4. **Compliance with Anti-Bribery and Anti-Corruption Laws.** Recipient certifies that:
 - a. Neither Recipient nor any of its officers, directors, employees, or agents has violated any applicable federal or state anti-bribery or anti-corruption law.
 - b. No part of the performance under this Agreement or receipt of the Benefit Payment will cause Recipient to violate any applicable misconduct, anti-bribery, or anti-corruption laws, including, but not limited to:
 - i. Illinois Anti-Bribery Act, 720 ILCS 5/33-1, 720 ILCS 5/33-3
 - ii. Anti-bribery provisions of the Illinois Procurement Code, 30 ILCS 500/50-5

5. **Sole Benefit Payment.** Recipient acknowledges that the Benefit Payment described in this Agreement is the only payment they will receive from the Company (or its affiliates) related to the Project. Recipient will not be entitled to any additional benefit payments, compensation, or similar payments from the Company in connection with the Project unless Recipient has entered into a separate agreement with the Company and the terms of that separate agreement provide additional benefit payments or compensation.

6. **No Restriction on Speech.** The parties acknowledge and agree that this Agreement does not include, and shall not be construed to include, any non-disparagement, confidentiality, or gag order provisions. Recipients retain the right to express opinions, concerns, or criticisms regarding the Project or the Company without limitation. Nothing in this Agreement shall be interpreted to restrict Recipient's right to engage in lawful speech or public discourse.

7. **Miscellaneous.**
 - a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, and understandings.
 - b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.
 - c. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.
 - d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY: Leeward Renewable Energy Development, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

RECIPIENT: [Neighbor Recipient Name]

By: _____
 Name: _____
 Date: _____