

RESOLUTION OF THE BOARD OF SUPERVISORS OF SAC COUNTY, IOWA

21-0601

WHEREAS, Interstate Power and Light Company currently holds all right, title and interest in and to that certain Wind Energy Permit No. 81-1868, issued by Sac County, Iowa to Richland Wind Energy LLC on December 18, 2018, as amended by the Sac County Zoning Administrator on June 3, 2019, and as assigned to Interstate Power and Light Company pursuant to that certain Assignment and Assumption Agreement dated June 5, 2019, by and between Richland Wind Energy LLC and Interstate Power and Light Company (the "Wind Energy Permit"); and

WHEREAS, the Wind Energy Permit authorizes, subject to the terms and conditions therein, the construction and operation of eighty-five (85) wind turbines and related equipment, including meteorological towers, to be placed on one hundred five (105) permitted parcels sufficient to site a two hundred ten (210) MW wind generating facility, as described in the application for the Wind Energy Permit and in accordance with all applicable federal, state, and local regulations; and

WHEREAS, Interstate Power and Light Company has completed the construction of, and owns and operates, a one hundred thirty (130) MW wind generating facility known as the Richland Wind Project, subject to the terms and conditions of the Wind Energy Permit; and

WHEREAS, Sac County Wind, LLC, a Delaware limited liability company, intends to construct, own, and operate a wind powered electric generating facility with a proposed nameplate capacity of approximately eighty (80) MW located in Sac County, Iowa (the "Sac County Wind Project") adjacent to the Richland Wind Project; and

WHEREAS, Paragraph 4 of the Wind Energy Permit provides, in relevant part, that the conditions of the Wind Energy Permit "shall be binding upon all successors and assigns and shall run with the land. This Permit is transferrable, however, in the event Applicant shall sell or transfer ownership of the Project, all conditions and requirements identified in the Application, all agreements with Sac County, this [Wind Energy Permit] and all conditions of this [Wind Energy Permit] shall be transferrable to and enforceable upon the new owner of the Project."; and

WHEREAS, Interstate Power and Light Company and Sac County Wind, LLC desire that Interstate Power and Light Company shall partially assign and transfer to Sac County Wind, LLC an interest in the Wind Energy Permit as necessary to facilitate and authorize Sac County Wind, LLC's development, construction, operation, and maintenance of the Sac County Wind Project; and

WHEREAS, Interstate Power and Light Company and Sac County Wind, LLC have jointly requested, by separate correspondence to the Board of Supervisors (the "Joint Request"), that the Board of Supervisors provide any approval of the partial assignment of the Wind Energy Permit to Sac County Wind, LLC as may be necessary for Sac County Wind, LLC to construct, own and operate the Sac County Wind Project, provided that no such action of Sac County, Iowa affects or

impairs, in any manner, the existing rights of Interstate Power and Light Company arising under the Wind Energy Permit.

NOW THEREFORE BE IT RESOLVED, based on the foregoing and the Joint Request, the Sac County Zoning Administrator is directed to issue, without delay, a unique Wind Energy Permit number to Sac County Wind, LLC reflecting the partial assignment of the Wind Energy Permit to Sac County Wind, LLC and Sac County Wind, LLC's rights and obligations under the terms and conditions of the partially assigned Wind Energy Permit as applicable to the Sac County Wind Project.

BE IT FURTHER RESOLVED, on and after the date on which the Sac County Zoning Administrator issues a unique Wind Energy Permit number to Sac County Wind, LLC, Sac County Wind, LLC shall comply with all terms and conditions of such Wind Energy Permit, all conditions and requirements identified in the application submitted for such Wind Energy Permit, and all agreements with Sac County in connection with the Sac County Wind Project. The Wind Energy Permit, as identified by its unique permit number for Sac County Wind, LLC, shall be enforceable against Sac County Wind, LLC with respect to the Sac County Wind Project and the design, construction, operation and maintenance thereof.

Adopted this ____ of June, 2021.

Hon. Ranell Drake, District 1

Hon. Brent Wilhelm, District 2

Hon. James Wissler, District 3

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of May 26, 2021 is by and between Interstate Power and Light Company, an Iowa corporation, (the "Assignor"), and Sac County Wind, LLC, a Delaware limited liability company (the "Assignee", with Assignor and Assignee, individually, a "Party" and collectively, the "Parties"). Capitalized terms used herein and not defined shall have the same meanings as in that certain Contribution and Assignment Agreement, dated January 22, 2021, by and between IPL Sac County Wind Holdings, LLC and Sac County Wind Holdings, LLC ("Contribution and Assignment Agreement").

WHEREAS, Assignor, an affiliate of IPL Sac County Wind Holdings, LLC, currently holds all right, title and interest in and to that certain Wind Energy Permit No. 81-1868, issued by Sac County, Iowa to Richland Wind Energy LLC on December 18, 2018, as amended by the Sac County Zoning Administrator on June 3, 2019, and as assigned to Interstate Power and Light Company pursuant that certain Assignment and Assumption Agreement dated June 5, 2019, by and between Richland Wind Energy LLC and Interstate Power and Light Company (the "Wind Energy Permit"); and

WHEREAS, the Wind Energy Permit authorizes, subject to the terms and conditions therein, the construction and operation of eighty-five (85) wind turbines and related equipment, including meteorological towers, to be placed on one hundred five (105) permitted parcels sufficient to site a two hundred ten (210) MW wind generating facility, as described in the application for the Wind Energy Permit and in accordance with all applicable federal, state, and local regulations; and

WHEREAS, Assignor has completed the construction of, and owns and operates, a one hundred thirty (130) MW wind generating facility known as the Richland Wind Project, subject to the terms and conditions of the Wind Energy Permit; and

WHEREAS, Assignee intends to construct, own, and operate a wind powered electric generating facility with a proposed nameplate capacity of approximately eighty (80) MW located in Sac County, Iowa (the "Project") adjacent to the Richland Wind Project; and

WHEREAS, Paragraph 4 of the Wind Energy Permit provides, in relevant part, that the conditions of the Wind Energy Permit "shall be binding upon all successors and assigns and shall run with the land. This Permit is transferrable, however, in the event Applicant shall sell or transfer ownership of the Project, all conditions and requirements identified in the Application, all agreements with Sac County, this [Wind Energy Permit] and all conditions of this [Wind Energy Permit] shall be transferrable to and enforceable upon the new owner of the Project."; and

WHEREAS, in accordance with the terms of Section 5.07 of the Contribution and Assignment Agreement, the Parties desire that Assignor, an affiliate of Contributor as defined in the Contribution and Assignment Agreement, shall partially assign and transfer to Assignee an interest in the Wind Energy Permit as necessary to facilitate and authorize Assignee's development, construction, operation, and maintenance of the Project; and

WHEREAS, in furtherance of Section 5.07 of the Contribution and Assignment Agreement, the Parties intend that Assignor and Assignee will jointly request that Sac County, Iowa provide any approval of the partial assignment of the Wind Energy Permit to Assignee as may be necessary for Assignee to construct, own and operate the Project, provided that no such action of Sac County, Iowa affects or impairs, in any manner, the existing rights of Assignor arising under the Wind Energy Permit.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Partial Assignment. On the terms and subject to the conditions set forth in this Agreement, as of the Effective Date (defined below) Assignor hereby partially assigns and delivers to Assignee, and Assignee does hereby acquire and accept from Assignor, certain of Assignor's right, title and interest in, to, and under the Wind Energy Permit, only to the extent necessary and sufficient for Assignee to construct, own, and operate up to thirty-two (32) wind turbines and associated equipment, including meteorological towers, to be sited on up to thirty-four (34) parcels of real property comprising the Project, as depicted on Exhibit A to this Agreement.
2. Retention of Rights. Assignor has retained all right, title and interest in and to the Wind Energy Permit with respect to the Richland Wind Project, which consists, among other assets, of fifty-three (53) wind turbines and associated equipment, including meteorological towers, and seventy-one (71) parcels of real property comprising the Richland Wind Project as depicted on Exhibit A to this Agreement. Assignor's right, title, and interest in and to, and obligations arising under, the Wind Energy Permit with respect to the Richland Wind Project shall be unaffected by this Agreement. Assignor and Assignee each agree that they shall not interfere with the other Party's respective interests in the Wind Energy Permit, as partially assigned hereunder. Each Party's obligations under the Wind Energy Permit, as partially assigned, shall be the obligations of that Party alone.
3. Compliance with Wind Energy Permit. On and after the Effective Date, Assignee shall, as applicable to the Project, comply with all terms and conditions of the Wind Energy Permit, all conditions and requirements identified in the application submitted for the Wind Energy Permit, and all agreements with Sac County in connection with the Project, and acknowledges and agrees that the Wind Energy Permit shall be enforceable against Assignee with respect to the Project and Assignee's design, construction, operation and maintenance thereof. The partial assignment herein shall be binding on each Party's successors and assigns and shall run with the land.
4. Assumed Liabilities. As of the Effective Date, Assignee assumes all of all liabilities and obligations of Assignor to the extent exclusively resulting from, relating to or arising out of the Wind Energy Permit as applicable to the Project (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "Assumed Liabilities"). On and after the Effective Date, Assignee hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Notwithstanding anything else contained herein, Assignee shall have no liability hereunder whatsoever in connection with those liabilities and

obligations of Assignor under the Wind Energy Permit relating exclusively to the Richland Wind Project. The only liabilities and obligations being transferred herein relate solely to the Wind Energy Permit, as partially assigned hereunder, relating to the Project.

5. Action by Sac County, Iowa; Effective Date. This Agreement shall become effective on the date on which Sac County, Iowa issues a unique permit number to Assignee reflecting the partial assignment herein and Assignee's rights and obligations under the terms and conditions of the Wind Energy Permit as applicable to the Project (the "Effective Date"). On and after the Effective Date, Assignee shall have no obligations or responsibilities under the Wind Energy Permit as applied to the Richland Wind Project, and Assignor shall have no obligations or responsibilities under the Wind Energy Permit, as partially assigned hereunder, as applied to the Project. Any breach by one party under its respective Wind Energy Permit shall not constitute a default by the other Party under its respective Wind Energy Permit, as identified by the unique permit number assigned by Sac County.

6. Indemnification. On and after the Effective Date, each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all Losses suffered, incurred or sustained by that Party or to which that Party becomes subject resulting from, arising out of or relating to the other Party's noncompliance with any terms or conditions of its respective Wind Energy Permit. "Loss" or "Losses", as used herein, means any and all damages, fines, penalties, deficiencies, losses, Liabilities, interests, awards, judgments, expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment), whether or not involving a third party claim, but excluding taxes.

7. Representations and Warranties of the Assignor.

a. Organization of Assignor. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa.

b. Authority. Assignor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Assignor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Assignor and (assuming due authorization, execution and delivery by Assignor) shall constitute Assignor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

c. Ownership and Transfer of Wind Energy Permit. Assignor has valid, good, and marketable title to the Wind Energy Permit free and clear of all liens. Assignor has the right, subject to any restrictions imposed in the Wind Energy Permit, to contribute, sell, transfer, assign in whole or in part, convey and deliver to Assignee certain of Assignor's right, title and interest in and to the Wind Energy Permit without penalty or other adverse consequences.

8. Representations and Warranties of the Assignee.

a. Organization of Assignee. Assignee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Iowa.

b. Authority. Assignee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Assignee has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Assignee and (assuming due authorization, execution and delivery by Assignor) shall constitute Assignee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

9. Further Assurances. Assignor and Assignee agree to execute any and all documents and instruments of transfer, assignment, assumption, or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

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

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the

State of Iowa. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Iowa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR

Interstate Power and Light Company

By: Terry Kouba

Name: Terry Kouba

Title: President

ASSIGNEE

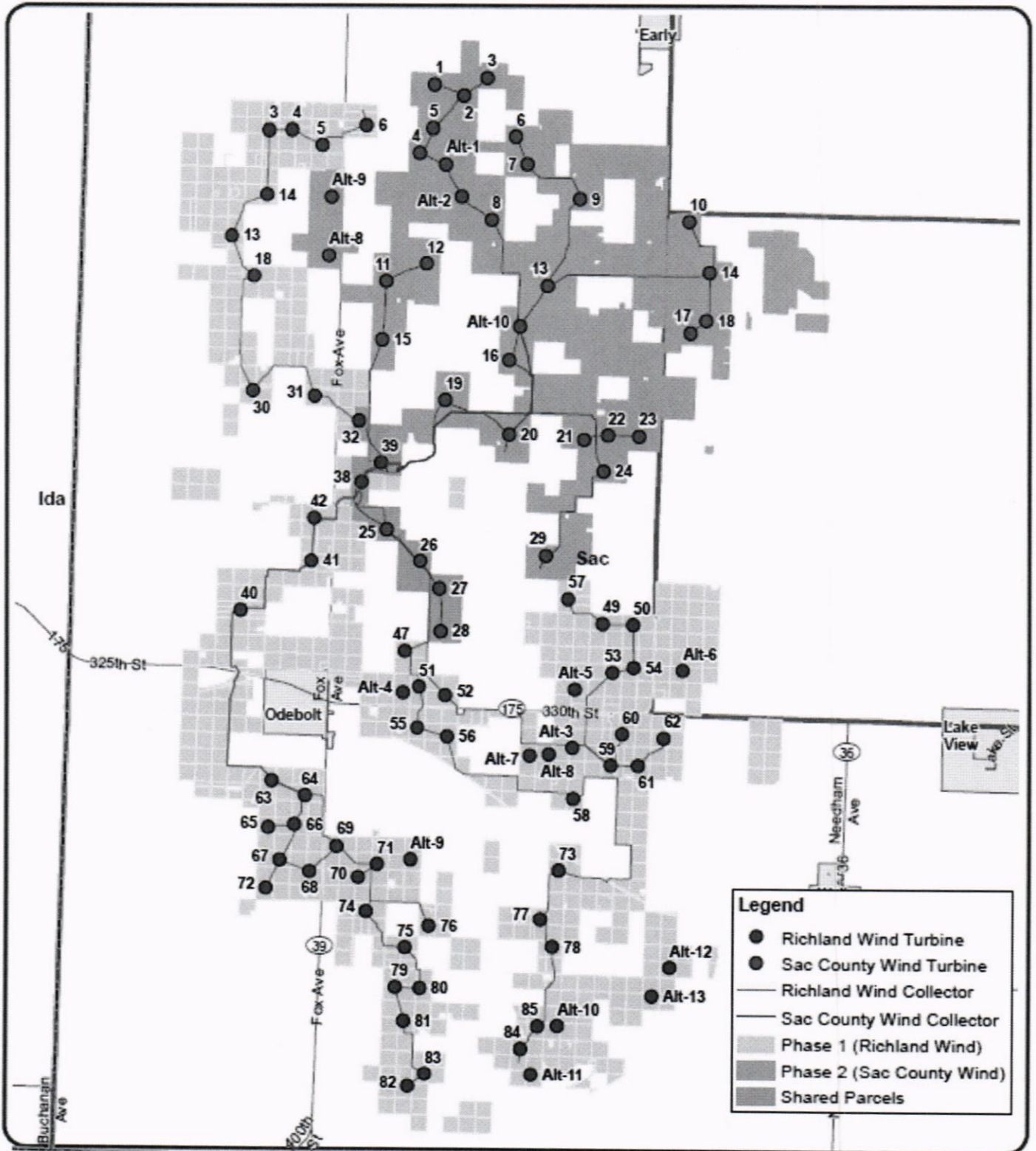
Sac County Wind, LLC

By: Anthony Pedroni

Name: Anthony Pedroni

Title: Vice President

Exhibit A



Legend

- Richland Wind Turbine
- Sac County Wind Turbine
- Richland Wind Collector
- Sac County Wind Collector
- Phase 1 (Richland Wind)
- Phase 2 (Sac County Wind)
- Shared Parcels



Alliant Energy
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

1-800-ALLIANT (800-255-4268)
alliantenergy.com

Via electronic mail and First Class Mail

May 26, 2021

Hon. Ranell Drake, District 1
Hon. Brent Wilhelm, District 2
Hon. James Wissler, District 3
Sac County Board of Supervisors
100 NW State Street, Box 4
Sac City, Iowa 50583

Subject: Wind Energy Permit #81-1868, Richland Wind Project; Partial Assignment and Transfer

Dear Honorable Board Members:

I am writing on behalf of Interstate Power and Light Company ("IPL"), a publicly regulated utility with approximately 464,000 retail electric customers in the state of Iowa, to notify the Sac County Board that IPL has partially assigned its interest in Wind Energy Permit #81-1868 ("Wind Energy Permit") to Sac County Wind, LLC, an affiliate of IPL and NextEra Energy Resources, LLC ("NextEra").¹

The Wind Energy Permit authorizes IPL to construct 85 wind turbines and related equipment on 105 permitted parcels located north and east of the Town of Odebolt, in the west-central and southwestern portion of Sac County. The application for the Wind Energy Permit states the project will be approximately 210 MW in size and that the project may be developed in phases.

In September of 2020, IPL completed the construction of and placed into commercial operation 130 MW of the 210 MW authorized under the Wind Energy Permit. IPL refers to this 130 MW project as the "Richland Wind Project." The Richland Wind Project consists of 53 turbines and associated equipment and 71 parcels.

Sac County Wind, LLC, which is a joint venture between affiliates of IPL and NextEra Energy Resources, LLC, seeks to develop, construct and operate the remaining 80 MW portion of the site subject to the existing Wind Energy Permit, further referenced herein as the Sac County Wind Project. The Sac County Wind Project would start construction during the second quarter of 2021

¹ The Wind Energy Permit was issued by Sac County to Richland Wind Energy LLC on December 18, 2018 and was assigned to IPL by Richland Wind Energy LLC on June 5, 2019.

and have a commercial operation date before the end of 2021. The Sac County Wind Project will consist of up to 32 turbines and associated equipment to be sited on up to 34 parcels.

Together, the Richland Wind Project and the Sac County Wind Project will consist of 85 turbines sited on 105 parcels, consistent with the Wind Energy Permit.

The Wind Energy Permit provides, at Paragraph 4:

“These conditions shall be binding upon all successors and assigns and shall run with the land. This Permit is transferrable, however, in the event Applicant shall sell or transfer ownership of the Project, all conditions and requirements identified in the Application, all agreements with Sac County, this [Wind Energy Permit] and all conditions of this [Wind Energy Permit] shall be transferrable to and enforceable upon the new owner of the Project.”

IPL and Sac County Wind, LLC have entered into that certain Assignment and Assumption Agreement, dated May 24, 2021 (the “Agreement”), in which IPL has partially assigned and transferred the Wind Energy Permit to Sac County Wind, LLC for purposes of authorizing construction of the Sac County Wind Project, while allowing IPL to retain all of its rights in the Wind Energy Permit sufficient to authorize the continued operation and maintenance of the Richland Wind Project.

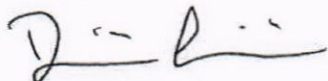
As reflected in the Agreement, the partial assignment of the Wind Energy Permit by IPL to Sac County Wind, LLC for the Sac County Wind Project is made subject to the condition that Sac County Wind, LLC comply with all terms and conditions of the Wind Energy Permit, all conditions and requirements identified in the application submitted for the Wind Energy Permit, and all agreements with Sac County with respect to the Sac County Wind Project. A map, attached as Exhibit A to the Agreement, depicts the Richland Wind Project (130 MW), the planned Sac County Wind Project (80 MW), and the border between the two projects.

Under the terms of the Agreement, the partial assignment shall become effective on the date on which Sac County issues a unique permit number to Sac County Wind, LLC reflecting the partial assignment of the Wind Energy Permit to Sac County Wind, LLC as applicable to the Sac County Wind Project. An executed copy of the Agreement is attached for your review.

In light of the foregoing and based on the terms and conditions of the Agreement, IPL respectfully requests that the Sac County Board approve the partial assignment of the Wind Energy Permit as applicable to the Sac County Wind Project to Sac County Wind, LLC, with such approval evidenced by the Sac County Board’s issuance of a unique Wind Energy Permit number reflecting its partial assignment to Sac County Wind, LLC.

If you have any questions regarding this partial assignment of the Wind Energy Permit to Sac County Wind, LLC, please contact Rich Miller, IPL Senior Strategic Project Manager, at (319) 786-4527.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Lipari". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ben Lipari, Director
Resource Development

Encl.

Cc: David Jennett, County Attorney



May 26, 2021

Hon. Ranell Drake, District 1
Hon. Brent Wilhelm, District 2
Hon. James Wissler, District 3
Sac County Board of Supervisors
100 NW State Street, Box 4
Sac City, Iowa 50583

Subject: Wind Energy Permit #81-1868, Richland Wind Project; Partial Assignment and Transfer from Interstate Power and Light Company ("IPL") to Sac County Wind, LLC

Dear Honorable Board Members:

On behalf of Sac county Wind, LLC, we hereby join in the written request by IPL for the County's approval of the partial assignment of its interest in Wind Energy Permit #81-1868 ("Wind Energy Permit") to Sac County Wind, LLC.

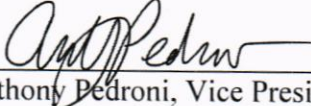
The statements made in the correspondence from IPL submitting the request for approval of the Assignment of the Wind Energy Permit are correct and are further reflected in that certain Assignment and Assumption Agreement, dated May 26, 2021 (the "Agreement"), in which IPL has partially assigned and transferred the Wind Energy Permit to Sac County Wind, LLC. We have included a copy of such Agreement with this correspondence.

We join in request that the Sac County Board approve the partial assignment of the Wind Energy Permit as applicable to the Sac County Wind Project to Sac County Wind, LLC, with such approval evidenced by the Sac County Board's issuance of a unique Wind Energy Permit number reflecting its partial assignment to Sac County Wind, LLC.

If you have any questions regarding this partial assignment of the Wind Energy Permit to Sac County Wind, LLC, please contact Robert McGee at (561) 691-7779.

Sincerely,

Sac County Wind, LLC



Anthony Pedroni, Vice President

Encl.

Cc: David Jennett, County Attorney