

COMMERCIAL WIND ENERGY PROJECT DEVELOPMENT AGREEMENT

This Commercial Wind Energy Project Development Agreement ("**Agreement**") made and entered into the 25th day of January, 2022 ("**Effective Date**"), by and between the County Commission of Audrain County, Missouri, a political subdivision of the State of Missouri ("**County Commission**" or "**County**") and Firebrick Wind, LLC, a Delaware limited liability company ("**Firebrick**").

RECITALS

A. The County Commission is vested with the authority to determine its local affairs and to perform all powers of local legislation and administration as it deems appropriate to protect and preserve the interests of the citizens of Audrain County, Missouri.

B. There are no zoning regulations presently in effect regulating the use of land in unincorporated areas of Audrain County, Missouri.

C. Firebrick is developing a commercial wind energy generation project in Audrain County, Missouri ("**Project**").

D. It is the intent and purpose of the County Commission to support an orderly development of commercial wind energy generation projects within the County and to define the terms and conditions of the County's support.

F. The County Commission has agreed to support the development, construction and operation of the Project in accordance with the terms and conditions in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Definitions.**

1.1 **Abandonment** means the Project has not for 12 continuous months (i) generated electric energy and delivered such energy to the utility grid, (ii) been decommissioned in accordance with this Agreement and the Project Agreements, and (iii) such cessation of operations is not attributable to a Force Majeure Event.

1.2 **Collector Line** means an electrical power line carrying electric energy from any Wind Turbine to the Project substation.

1.3 **Commercial Operation Date** means the date on which the Project begins delivering energy to the utility grid and selling energy in commercial quantities (this does not include the sale of test energy prior to the Commercial Operation Date).

1.4 **Decommissioning Agreement** means an agreement between Developer and County substantially in the form of the attached Exhibit A.

1.5 **Decommissioning Cost** means an amount equal to 1.1 multiplied by the result of: the estimated costs to decommission the Project Facilities discounted to present value at a market-based discount

rate minus any estimated salvage value, as determined by the Missouri licensed engineer and provided in the Decommissioning Plan.

1.6 **Decommissioning Plan** means a plan prepared and sealed by a licensed Missouri engineer, mutually agreed to by Developer and the County Commission, detailing the methods and estimated costs for removing the Project Facilities in compliance with this Agreement.

1.7 **Decommissioning Security** means one or more, or any combination of the following securing Developer's obligations to decommission the Project Facilities: corporate security bond or letter of credit reasonably acceptable to Developer and the County Commission.

1.8 **Design Notice Date** means the date Developer delivers written notice to the County that it has begun designing the overall Project and determining the location of Wind Turbines and other Project Facilities.

1.9 **Developer** means Firebrick, its successor or assignee.

1.10 **Force Majeure Event** means an event beyond the reasonable control of Developer, including natural disasters, flood, earthquake, storm, fire, lightning, explosion, power failure, transformer failure, or power surge, pandemic, epidemic or public health emergency, war, revolution, riot, civil disturbance, sabotage, state or federal regulatory action, inaction or termination of any agreements or permits, temporary closure or loss (partial or complete) of the ability of the interconnecting utility to take the electricity at the point of interconnection to the power grid.

1.11 **Non-Participating Landowner** means any Person not a party to or subject to any lease, easement, waiver or other contractual arrangement with the Developer or an affiliate of the Developer related to the development, construction or operation of the Project.

1.12 **Occupied Residence** means a dwelling that exists and is occupied, or is capable of being occupied, as a residence that has a sewer system or a septic system, on the Design Notice Date.

1.13 **Participating Landowner** means any Person who is a party to or subject to a lease, easement, waiver or other contract with Developer related to the development, construction or operation of the Project. Real property owned by Developer shall be deemed participating property.

1.14 **Person** means any person, corporation, partnership, trust or other legal entity.

1.15 **Project Agreements** means those leases, easements, waivers and other contracts between Developer and a Participating Landowner regarding the development, construction and operation of the Project.

1.16 **Project Facilities** mean all of the following: (a) Wind Turbines; (b) Transmission Lines and other overhead and underground electrical distribution, collection, transmission and communications lines, towers and related appurtenances, electric transformers, electric substations, switch stations, junction boxes, energy storage facilities, telecommunications equipment and lines, and other related power generation and transmission facilities; (c) temporary and permanent roads, crane travel paths, fences and gates; (d) meteorological towers, sonic detection and ranging equipment, or other wind or meteorological measurement devices or any equipment related thereto; and (e) control buildings, maintenance buildings, maintenance yards, septic systems, laydown and staging areas, and related facilities and equipment.

1.17 **Total Tip Height** means the distance between the ground and the top of the blade of the Tower when the blade is in a vertical position.

1.18 **Tower** means the conical tubular steel towers upon which the electrical generator, rotor, blades and/or meteorological equipment will be installed.

1.19 **Transmission Line** means an electrical power line carrying electric energy generated by the Project from the Project's substation to the point of interconnection of the Project with the electric power grid.

1.20 **Wind Turbine** shall mean any piece of electrical generating equipment that converts the kinetic energy of wind into electrical energy through the use of airfoils or similar devices to capture the wind, including the Tower upon which it is incorporated.

Section 2. **Design Standards and Setbacks**

2.1 No Wind Turbine shall be located closer than 110% of the Total Tip Height from any County or township road.

2.2 No Wind Turbine shall be located closer than 110% of the Total Tip Height from the property line of any adjoining property owned by a Non-Participating Landowner.

2.3 No Wind Turbine shall be located closer than the greater of (i) 110% of the Total Tip Height, and (ii) 1,200 feet, from any Occupied Residence.

2.4 For purposes of this Section 2, all distances shall be measured from the center of the Wind Turbine foundation to the nearest Non-Participating Landowner's property line, nearest road right-of-way, or nearest point on the foundation of any Occupied Residence.

2.5 The setback distances set forth in Section 2.2 through Section 2.4, above, may be modified or waived through existing or future written leases, easements, or other agreements between the Developer and the affected landowner. Notwithstanding any waiver of the setback requirements in Section 2.3, in no event shall a Wind Turbine be located closer than 110% of the Total Tip Height from any Occupied Residence.

2.6 The lowest point of the rotor blade of any Wind Turbine shall be at least 35 feet above the top of the foundation of any Wind Turbine.

2.7 The Total Tip Height of any Wind Turbine in the Project shall not exceed 700 feet.

2.8 If lubricants and/or hazardous materials are required to be located within the Project boundaries, such material shall be stored and transported in accordance with all applicable environmental laws.

2.9 Subject to Section 7.4, there shall be no lights on the Wind Turbines other than those required or approved by the Federal Aviation Administration. This restriction shall not apply to infrared heating devices used to protect wind monitoring equipment installed on the Wind Turbines.

2.10 Wind Turbines and Towers shall be self-supporting and painted a neutral color such as white or pale gray.

2.11 Wind Turbines shall include only those markings, logos, and identification information reasonably necessary to identify the Wind Turbine owner, or as required by the Wind Turbine manufacturer or by law and shall not be used for third-party advertising purposes.

Section 3. Project Development Plan

3.1 Prior to the Developer's issuance of a full notice to proceed to its general contractor for construction of the Project ("**Construction Start**"), Developer shall provide to the County Commission relevant background information on the Project, including a general overview of the Project location, construction timeframe and the Project's anticipated useful life, phases of development of the Project, and planned future expansion, if any.

3.2 Prior to Construction Start, Developer shall submit to the County Commission a site plan of the Project, and may periodically submit updated versions reflecting changes to the layout and design of the Project, if any, containing the following information:

- (a) Scale of 1" = 2000';
- (b) Scale and north point (up);
- (c) All properties of Participating Landowners, including property lines;
- (d) All public roads within the Project boundaries;
- (e) All Occupied Residences within the Project boundaries and Occupied Residences on land owned by a Non-Participating Landowner within 1,200 feet of a planned Wind Turbine;
- (f) Location of all Wind Turbines, Collector Lines, Transmission Lines, substations, permanent maintenance and access roads, operation and maintenance buildings and other permanent structures used by the Developer in conjunction with the Project.

Section 4. Project Construction

4.1 Developer shall remove all waste and scrap that is the product of construction, operation, restoration, and maintenance of the Project and properly dispose of it on a regular basis.

4.2 Developer shall use commercially reasonable efforts to minimize any interference with electromagnetic communications, such as radio, telephone, microwaves or television signals caused by the Project. The Project shall be operated in conformance with applicable Federal Communications Commission regulations relating to the use and operation of commercial wind energy generation projects then in effect.

4.3 Developer shall use commercially reasonable efforts to purchase appropriate and necessary items from local suppliers in Audrain County that can reasonably and capably provide the materials and commodities for the construction of the Facility, to the extent prudent and economically feasible as determined by Developer. For items purchased for construction of the Facility from out-of-state suppliers with a point of delivery in Audrain County, local sales tax shall be paid to the County by a registered out of state supplier or local use tax shall be paid to the County by the purchaser, as the case may be.

4.4 Developer shall not construct Project Facilities on land owned by Non-Participating Landowners or cause damage to land owned by Non-Participating Landowners. All Project Facilities shall be located on land owned by Participating Landowners or on land that Developer has sufficient real property or contractual rights to construct the applicable Project Facilities.

Section 5. Project Completion

5.1 Ninety days after the Commercial Operation Date, Developer shall provide a final site plan to the County that conforms to the standards set forth in Section 3.2, updated to show the as-built location of all Project Facilities shown thereon.

Section 6. **Decommissioning and Abandonment**

6.1 Developer shall decommission the Project and remove Project Facilities in compliance with this Agreement within 12 months from the date Project Abandonment occurs and restore the Premises to as close to pre-construction conditions as reasonably practical. Developer 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, and related infrastructure, including 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 feet below ground level.
- (d) If requested by 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 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 feet below grade.

6.2 Developer shall submit to the County a Decommissioning Plan complying with the specifications of this Agreement within 90 days after the Commercial Operation Date.

6.3 The Decommissioning Plan shall include an estimated date when the Decommissioning Cost is reasonably likely to be a positive number ("**Decommissioning Cost Date**"). Developer shall submit an updated Decommissioning Plan on the earlier of (i) the date that is 15 years after the Commercial Operation Date, and (ii) the Decommissioning Cost Date, and every five years thereafter so long as the Project is operational. For illustration purposes only, if the first Decommissioning Plan is dated January 1, 2023, and the Decommissioning Cost Date shown in the first Decommissioning Plan is January 1, 2033, then Developer shall submit an updated Decommissioning Plan on or before January 1, 2033.

6.4 Within 45 days after delivery of a Decommissioning Plan showing that the Decommissioning Cost Date has occurred, Developer shall provide Decommissioning Security in the amount of the Decommissioning Cost and shall maintain the Decommissioning Security for the benefit of Audrain County, Missouri for explicit use by the County to assist landowners in removing the Project Facilities. The County may draw on or make a claim against the Decommissioning Security for the actual cost incurred by the County to perform Developer's decommissioning obligations if Developer fails to comply with such obligations set forth in Section 6.1 of this Agreement and Developer shall pay any costs incurred by the County in performing the Developer's decommissioning obligations under this Agreement that exceed the Decommissioning Security amount. For illustration purposes only, using the hypothetical dates set forth in Section 6.3, if the updated Decommissioning Plan dated January 1, 2033 confirms that the Decommissioning Cost Date has occurred,

then within 45 days after delivery of the January 1, 2033 Decommissioning Plan, Developer would post Decommissioning Security in the amount of the Decommissioning Cost.

6.5 The Decommissioning Security shall be adjusted, as needed, within 45 days after subsequent updates to the Decommissioning Plan to reflect the then-current Decommissioning Cost. The Decommissioning Security shall remain in place until the earlier of (i) two years after Project Abandonment if the County has not drawn on or made a claim against the full amount of the Decommissioning Security, (ii) the date that the County provides written notice to Developer authorizing the release of the Decommissioning Security, or (iii) the date Developer has completed its decommissioning obligations under this Agreement as evidenced by an inspection report prepared by a Missouri licensed engineer documenting the decommissioning work that Developer has completed in compliance with this Agreement.

Section 7. Shadow Flicker and Noise

7.1 The County acknowledges and agrees that the Wind Turbines, from time to time, may cast shadows that, in some cases during the operation of any Wind Turbine, may be intermittent and create a condition commonly referred to as "shadow flicker." Developer agrees to design the Project in such a way as to limit the aggregate hours per year of shadow flicker at any Occupied Residence to 30 hours or less, which shall be determined by computer modeling performed by an experienced third party engineering firm using industry standard software and accounting for sun angles, sunrise and sunset times, sunshine probabilities, typical weather patterns for the area, site topography, existing structures, and the operating times, direction and location of the Wind Turbines ("**Flicker Model**"). The County acknowledges and agrees that the Wind Turbine siting consistent with the Flicker Model will not eliminate intermittent shadows cast by Wind Turbines on Occupied Residences and that the duration of shadows cast on Occupied Residences will vary from year to year, and that durations that exceed the standards in this Agreement in any given year due to outlier conditions experienced in such year will not constitute a violation or default under the provisions of this Agreement. Developer shall provide the County with a report of the results of such Flicker Model, for informational purposes only, prior to Construction Start.

7.2 The County acknowledges and agrees that the Wind Turbines are not silent during operation. Developer agrees to select and procure Wind Turbines with certain sound emission specifications, use commercially reasonable efforts to cause the supplier of the Wind Turbines to manufacture the Wind Turbines in accordance with such specifications, and to site the Wind Turbines such that the sound level, as determined by a computer model of the Project using the methods in International Standard ISO 9613-2 with ground attenuation factors appropriate for the site, shall not exceed 55 A-weighted decibels (dBA), inclusive of the impact from 35 dBA ambient background noise, at the nearest point on the foundation of any Occupied Residence ("**Sound Model**"). The Sound Model shall account for the actual Wind Turbine locations, Wind Turbine specifications, Occupied Residence locations, wind speed and direction frequency, and site topography. The County acknowledges and agrees that the occurrence of sound emanating from the Wind Turbines, which does not exceed the standards in this Section 7.2 or exceeds the standards in this Agreement in any given year due to outlier conditions experienced in such year will not constitute a violation or default under the provisions of this Agreement. Developer shall provide the County with a report of the results of such Sound Model, for informational purposes only, prior to Construction Start.

7.3 The sound and shadow flicker requirements set forth in Section 7.1 and Section 7.2 above, may be modified or waived through existing or future written leases, easements, or other agreements between the Developer and the affected landowner.

7.4 Developer shall use commercially reasonable efforts to obtain approval from the Federal Aviation Administration (FAA) and any other applicable state or federal agency to install light mitigating technology systems on its Wind Turbines within 12 months after the Commercial Operation Date, and shall, thereafter, install, implement and maintain such technology in accordance with such approval. Within 30 days

after submitting the application for approval of such light mitigation technology to the FAA, Developer shall provide to the County, for informational purposes only, (i) information regarding the type of system being submitted for approval, and (ii) a summary description of the characteristics and function of such system.

Section 8. Road Use

8.1 Prior to Construction Start, Developer shall provide to the County a traffic map showing the roads haul routes for Project construction vehicles and the ingress and egress routes to and from the footprint of the Project for material deliveries.

8.2 Prior to Construction Start, Developer and the County shall enter into a road use agreement ("**Road Use Agreement**"), which shall include repair obligations with regard to County owned roads used by the Developer to construct the Project.

8.3 Developer shall be obligated to repair damage to County roads caused by its construction of the Project such that after the County roads have been repaired they are in a reasonably similar state as or better condition than they were prior to construction of the Project.

Section 9. Remedies and Enforcement

9.1 Developer and the County acknowledge that money damages would not be an adequate remedy for a breach or threatened breach of this Agreement and either party may seek specific performance or injunctive relief to remedy or prevent a breach of this Agreement, after notice and reasonable opportunity to cure has been provided. The absence of a notice of default from the County to the Developer shall constitute evidence that this Agreement is in full force and effect and that the Developer is in compliance with the terms of this Agreement. Notwithstanding the foregoing, the County's sole remedy with regard to Developer's breach of its decommissioning obligations set forth in Section 6.1 shall be a draw on or claim against the Decommissioning Security.

Section 10. Additional Payment

10.1 Firebrick, or its affiliates, shall make a voluntary payment of \$500,000 ("**Additional Payment**") on or before the start of construction to the County to cover any unforeseen expenses incurred by the County in administering this Agreement and the Road Use Agreement and to otherwise be used for the benefit of the community in the County's discretion.

10.2 The County shall use the Additional Payment in a manner that is compliant with all applicable laws. Firebrick, or its affiliates, shall have no liability or responsibility for the County's use of the Additional Payment.

Section 11. Miscellaneous

11.1 Due Authorization. Developer 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.

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

11.3 Amendments. This Agreement constitutes the entire agreement and understanding of the parties. No waiver, modification or amendment to this Agreement is effective unless made in writing and duly executed by the parties. Waiver by either party of any breach or failure to comply with any provision or term of this Agreement by the other party shall not be construed as, or constitute a waiver of any other provision.

11.4 Notices. All notices shall be in writing and sent to the parties at their respective addresses set forth below by certified mail, or to such other address as either party shall designate in writing to the other party at any time.

County:

Audrain County Commission
c/o Audrain County Clerk
101 N. Jefferson St.
Mexico, Missouri 65265

Developer:

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

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one agreement.

11.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without respect for any conflict of law provisions. In the event of litigation, Developer and the County hereby agree to waive any right to trial by jury.

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

[signatures follow]

IN WITNESS WHEREOF, the parties have caused this Commercial Wind Energy Project Development Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Audrain County, Missouri

By: WOLHIT

Name: W Alan Winders

Title: Presiding Commissioner

STATE OF MISSOURI
COUNTY OF Audrain

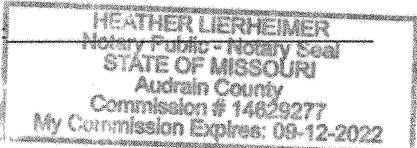
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On this 25 day of January in the year 2022, before the undersigned, a Notary Public in and for said state, personally appeared W Alan Winders, Presiding Commissioner of the County Commission of Audrain County, Missouri, known to me to be the person who executed the within Commercial Wind Energy Project Development Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Heather Liekeheimer

Printed Notary Name Heather Liekeheimer

My Commission Expires



IN WITNESS WHEREOF, the parties have caused this Commercial Wind Energy Project Development Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Audrain County, Missouri

By: Leslie A Meyer

Name: Leslie A Meyer

Title: Eastern District Commissioner

STATE OF MISSOURI
COUNTY OF Audrain

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On this 25 day of January in the year 2021, before the undersigned, a Notary Public in and for said state, personally appeared Leslie Meyer, Eastern District Commissioner of the County Commission of Audrain County Missouri, known to me to be the person who executed the within Commercial Wind Energy Project Development Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Heather Liebermeier

Printed Notary Name Heather Liebermeier

My Commission Expires:

HEATHER LIEBHEIMER Notary Public - Notary Seal STATE OF MISSOURI Audrain County Commission # 14629277 My Commission Expires: 09-12-2022
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IN WITNESS WHEREOF, the parties have caused this Commercial Wind Energy Project Development Agreement to be executed as of the Effective Date.

COUNTY:
County Commission of Audrain County, Missouri

By: [Signature]

Name: Tracy R. Graham

Title: Western District Commissioner

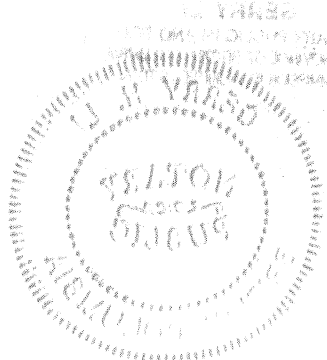
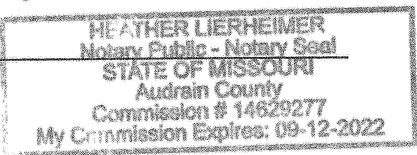
STATE OF MISSOURI §
COUNTY OF Audrain §

On this 25 day of January in the year 2021, before the undersigned, a Notary Public in and for said state, personally appeared Tracy R. Graham, Western District Commissioner of the County Commission of Audrain County, Missouri, known to me to be the person who executed the within Commercial Wind Energy Project Development Agreement and acknowledged to me that he executed the same for the purposes therein stated.

[Signature]
Heather Lierheimer

Printed Notary Name Heather Lierheimer

My Commission Expires:



IN WITNESS WHEREOF, the Parties have caused this Commercial Wind Energy Project Development Agreement to be executed as of the Effective Date.

DEVELOPER:

Firebrick Wind, LLC
a Delaware limited liability company


By: 

Name: Paul Rapp

Title: COO

PROVINCE OF BRITISH COLUMBIA §
 §
CITY OF VANCOUVER §

On this 2 day of February in the year ²⁰²²~~2021~~, before the undersigned, a Notary Public in and for said state, personally appeared Paul Rapp, COO of Firebrick Wind, LLC, a Delaware limited liability company, known to me to be the person who executed the within Commercial Wind Energy Project Development Agreement and acknowledged to me that he executed the same for the purposes therein stated.



Printed Notary Name GERRY LI

My Commission Expires: _____

GERRY LI
NOTARY PUBLIC IN AND FOR
THE PROVINCE OF BRITISH COLUMBIA
MY COMMISSION IS UNLIMITED AS TO TIME



Exhibit A

Form of Decommissioning Agreement

(attached)

DECOMMISSIONING AGREEMENT

This Decommissioning Agreement (“**Agreement**”), dated as of _____, 2021 (“**Effective Date**”), by and between the County Commission of Audrain County, Missouri, a political subdivision of the State of Missouri (“**County**”) and Firebrick Wind, LLC, a Delaware limited liability company (“**Firebrick**”). Firebrick and the County are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

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

On [month] [day], 2021, Firebrick and the County entered into that certain Commercial Wind Energy Project Development Agreement (“**Development Agreement**”);

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

Firebrick 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, Firebrick and the County hereby agree as follows:

AGREEMENT

1. 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, Firebrick 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 30 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.

2. Failure to Post Replacement LC. If (i) the issuer of the Letter of Credit provides written notice to Firebrick 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) Firebrick 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 Firebrick’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 Firebrick establishes a Replacement LC, the amount held in Escrow shall be paid to Firebrick and the Escrow account shall be closed, less any reasonable fees imposed by the escrow agent or escrow provider.

3. Revised Decommissioning Plan. In accordance with the Development Agreement, Firebrick shall file with the County a revised Decommissioning Plan on or before the fifth anniversary of the

The first part of the document discusses the importance of maintaining accurate records of all transactions and the role of the auditor in ensuring the integrity of the financial statements. It highlights the need for transparency and accountability in the reporting process.

Section 2

This section details the specific procedures and standards that must be followed during the audit process. It covers the selection of samples, the use of professional judgment, and the documentation of findings.

The auditor is required to maintain a high level of objectivity and independence throughout the engagement. Any potential conflicts of interest must be disclosed and managed appropriately.

The final part of the document outlines the responsibilities of the management and the board of directors in providing a true and fair view of the company's financial performance.

Section 3

This section provides a comprehensive overview of the regulatory framework governing the audit process. It references relevant legislation and standards, emphasizing the auditor's duty to comply with these requirements.

The document also addresses the ethical considerations that underpin the audit profession. Auditors must adhere to strict ethical guidelines to ensure the trust and confidence of the public.

In conclusion, the audit process is a critical component of the financial reporting system. It provides assurance to investors and other stakeholders that the financial statements are reliable and free from material misstatement.

The auditor's role is to provide an independent and objective assessment of the company's financial health, contributing to the overall transparency and integrity of the capital markets.

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). Firebrick 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.

4. 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 Firebrick 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 Firebrick prior to entering onto private property.

5. 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.

Firebrick:

Address: Firebrick Wind, LLC
c/o Cordelio Power
65 Queen Street W #605
Toronto, Ontario M5H 2M5
Canada
Attn: Legal Department

County:

Address: Audrain County Commission
c/o Audrain County Clerk
101 N. Jefferson St.
Mexico, MO 65265

6. 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.

7. 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.

[Remainder of page intentionally left blank]

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The second part of the document provides a detailed breakdown of the financial data, including a list of all accounts and their respective balances. This information is crucial for understanding the overall financial health of the organization.

The third part of the document outlines the procedures for handling any discrepancies or errors that may arise. It states that any such issues should be reported immediately to the relevant department and investigated thoroughly. The fourth part of the document provides a summary of the key findings and recommendations. It highlights the areas where improvements can be made and offers practical suggestions for addressing these issues.

The fifth part of the document discusses the importance of regular communication and reporting. It emphasizes that all stakeholders should be kept informed of the progress and any changes that may occur. The sixth part of the document provides a list of the key personnel involved in the project and their respective roles. This information is essential for ensuring that everyone is working towards the same goals and objectives.

Very truly yours,
[Signature]
[Name]
[Title]
[Address]
[City]
[State]
[Zip]

The seventh part of the document discusses the importance of maintaining a high level of confidentiality and security. It states that all information should be protected and only shared with those who have a legitimate need to know. The eighth part of the document provides a list of the key risks and potential challenges that may be encountered. It offers strategies for mitigating these risks and ensuring that the project stays on track.

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

COUNTY:
Board of County Commissioners of Audrain County, Missouri

By: _____

Name: _____

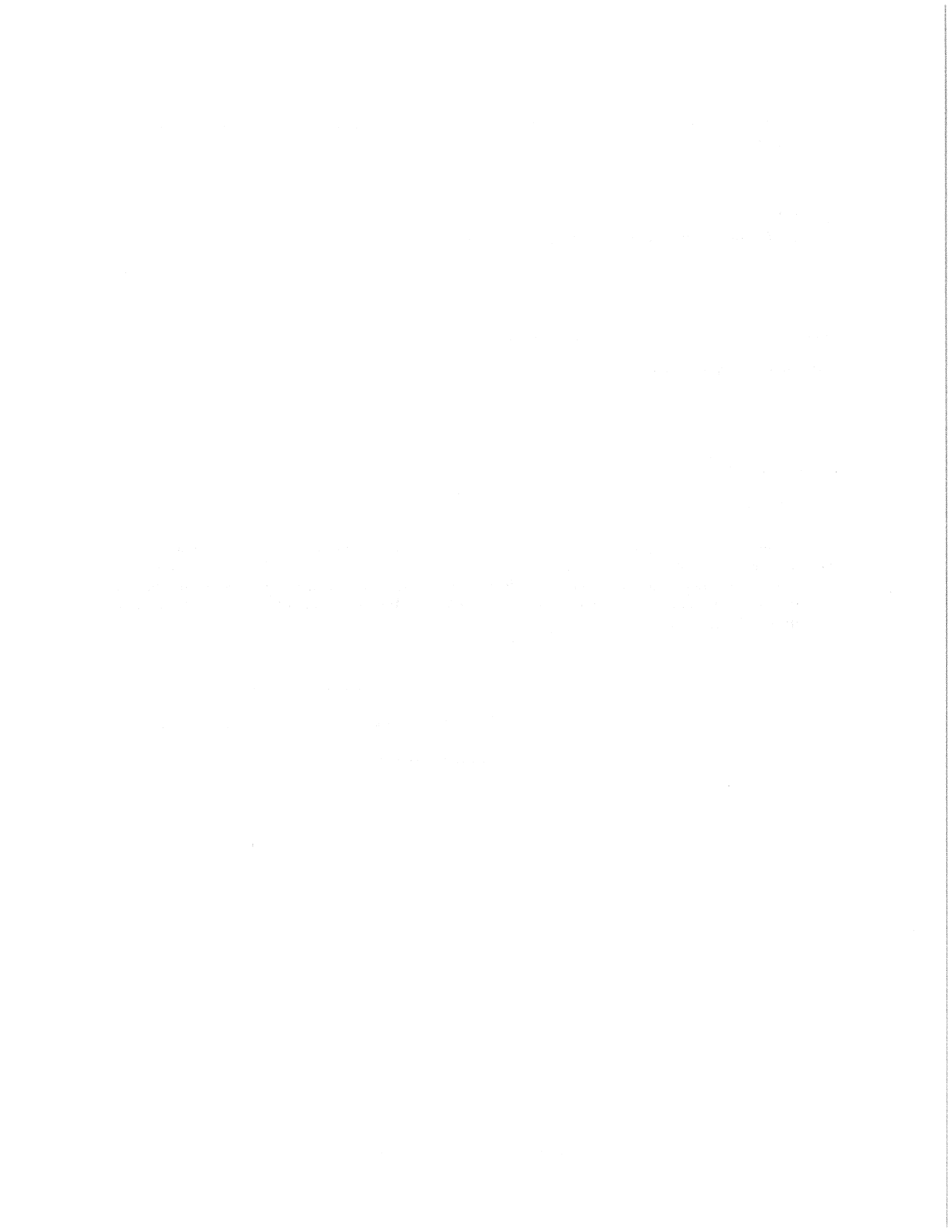
Title: Presiding Commissioner

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 Audrain 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 Audrain 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 Audrain 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:

Firebrick Wind, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

_____ OF _____

§

_____ OF _____

§

On this _____ day of _____ in the year 20[], before the undersigned, a Notary Public in and for said state, personally appeared _____, _____ of Firebrick 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: _____

