

## CONSENT TO ASSIGNMENT OF CONTRACTS

This Consent to Assignment of Contracts (this "Consent"), made as of September 22, 2014, by the City of Rochelle, a municipal corporation of the State of Illinois (the "City"), in favor of Rochelle Energy Center, LLC, a Delaware limited liability company ("Assignor"), and Rochelle Energy LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and the City are parties to each of the contracts, agreements and other documents listed on Exhibit A hereto (each, an "Assigned Contract" and, collectively, the "Assigned Contracts");

WHEREAS, Assignor has entered into an Asset Purchase Agreement (the "Purchase Agreement") with Assignee, pursuant to which Assignor has agreed to sell to Assignee substantially all of the assets owned by Assignor and used in the Assignor's business, including, without limitation, all of Assignor's right, title and interest in, to and under the Assigned Contracts;

WHEREAS, Assignor will assign the Assigned Contracts in accordance with the terms of the Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit B (the "Assignment"); and

WHEREAS, unless otherwise defined herein, capitalized terms used in this Consent shall have the meanings set forth in the Assignment; and

WHEREAS, it is a condition to the closing of the Purchase Agreement that this Consent be executed and delivered by the City;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City hereby agrees in favor of Assignor and Assignee as follows:

1. Effective as of the Effective Date, the City hereby consents to and approves the assignment of the Assigned Contracts from Assignor to Assignee.

2. Upon Assignee's assumption of the Assigned Contracts pursuant to the Assignment, as of the Effective Date, City hereby (a) acknowledges and agrees that Assignee shall replace Assignor as a party to each of the Assigned Contracts, and (b) releases Assignor from any and all claims, damages, liabilities, duties, obligations, costs and expenses under or in connection with any of the Assigned Contracts arising on or after the Effective Date.

3. City hereby affirms to the best of its knowledge as of the date of this Consent the following information: (i) each of the Assigned Contracts is in full force and effect; (ii) none of

the Assigned Contracts has been modified or amended in writing or orally or by course of conduct, except as specifically set forth on Exhibit A hereto; and (iii) there are no uncured defaults by Assignor under any of the Assigned Contracts and no event has occurred which with the passage of time or giving of notice, or both, would constitute a default on the part of Assignor under any of the Assigned Contracts.

4. This Consent shall not operate as a waiver of the prohibition against further assignments without the City's consent as provided in any of the Assigned Contracts. Any attempt to further transfer any Assigned Contract without the consent of the City shall be void.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF ROCHELLLE, an Illinois municipal corporation**

By: \_\_\_\_\_  
CITY MANAGER

## Exhibit A

### Assigned Contracts

1. Power Purchase Agreement, dated as of August 10, 2010, between the City of Rochelle and Rochelle Energy Center, LLC.
2. Site Sublease Agreement, dated as of August 10, 2010, among Rochelle Waste Disposal, LLC, Rochelle Energy Center, LLC and the City of Rochelle.
3. Landfill Gas Purchase Agreement, dated as of August 10, 2010, among Rochelle Waste Disposal, LLC, Rochelle Energy Center, LLC and the City of Rochelle.

## Exhibit B

### Form of Assignment and Assumption Agreement

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is effective this [\_\_\_] day of [\_\_\_\_], 2014 (the “Effective Date”), by and between Rochelle Energy Center, LLC, a Delaware limited liability company (“Assignor”), and [Rochelle Renewables LLC], a Delaware limited liability company (“Assignee”).

#### RECITALS

WHEREAS, Assignor and Assignee are party to each of the contracts, agreements and other documents listed on Exhibit A hereto (each, an “Assigned Contract” and, collectively, the “Assigned Contracts”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title, interest and obligations in, to and under each of the Assigned Contracts;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in, to and under each of the Assigned Contracts, and Assignee hereby accepts the same.
2. Assignee hereby expressly assumes and agrees to perform all obligations and liabilities of Assignor under each of the Assigned Contracts as of the Effective Date as if each of the Assigned Contracts was entered into between the counterparty thereto and Assignee.
3. As of the Effective Date, (a) Assignee shall replace Assignor as a party to each of the Assigned Contracts, and Assignor shall be liable for all claims, damages, liabilities, duties, obligations, costs and expenses of Assignor arising thereunder from and after the Effective Date, and (b) Assignor shall indemnify and hold harmless Assignee from and against any and all claims, damages, liabilities, duties, obligations, costs and expenses arising under or in connection with the Assigned Contracts arising from and after the Effective Date.
4. Assignor represents and warrants that each of the Assigned Contracts is in full force and effect and is fully assignable and that such assignment is permitted under the terms and conditions of each such Assigned Contract.
5. From and after the Effective Date, Assignee shall be entitled to all rights and benefits to which Assignor is entitled under each of the Assigned Contracts.
6. Assignor represents that it has the full right and authority to transfer each of the Assigned Contracts and that the contract rights thereunder are free of lien, encumbrance or adverse claim.

7. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

8. This Assignment and Assumption Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed and delivered by each of the parties hereto as of the Effective Date.

**ROCHELLE ENERGY CENTER, LLC** (Assignor)

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

Its:

**ROCHELLE ENERGY LLC** (Assignee)

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

Its:

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