

## **ZION POWER STATION PARCEL AGREEMENT**

This Agreement entered into as of the \_\_\_\_\_ day of June, 2015, by and among Exelon Generation Company, LLC ("**Exelon**"), the Supervisor of Assessments of Lake County ("**Supervisor**"), the Zion Township Assessor ( the **Zion Assessor**), the Lake County Collector and Treasurer ("**Collector**"), the Lake County Board of Review ("**Board of Review**"), and Lake County, Zion Township, City of Zion, Lake County Forest Preserve District, College of Lake County Community College District No, 532, Zion Elementary School District No. 6, Zion-Benton Township High School District No. 126, Zion Park District, North Shore Sanitary District and Zion-Benton Public Library District (collectively, the "**Taxing Bodies**") resolves all of the pending tax and assessment disputes concerning Zion Nuclear Power Station site which Exelon owns and provides for the assessment and taxation of the Zion Nuclear Power Station site through tax year 2019.

### **WITNESSETH:**

**WHEREAS**, Lake County is a county of less than 1,000,000 inhabitants;

**WHEREAS**, Exelon owns real property located within Lake County, Illinois, the permanent index real estate tax number of which is 04-23-100-006 (the "**Station Parcel**"). The Station Parcel is the site of the Zion Nuclear Power Station which is now undergoing comprehensive decommissioning;

**WHEREAS**, the Taxing Bodies constitute all of the municipal entities with jurisdiction to levy property taxes against the Station Parcel;

**WHEREAS**, certain litigations and disputes have arisen as to the equalized assessed valuation of the Station Parcel and have resulted in litigation before the Board of Review and

Exelon and certain of the Taxing Bodies are evaluating instituting additional litigation before the Property Tax Appeal Board (the "PTAB ") or before the Circuit Court of Lake County pursuant to the provisions of 35 ILCS 200/23-15;

**WHEREAS**, the Parties hereto desire to resolve all matters concerning potential litigation before the PTAB (the "PTAB CASES") and the Circuit Court of Lake County and future annual litigation before the Board of Review and to provide for the assessment and taxation of the Station Parcel though 2019 in accordance with the terms of this Agreement;

**WHEREAS**, Exelon is no longer generating electricity for sale at the Zion Nuclear Power Station, and will not resume generating electricity at the Zion Nuclear Power Station. As a result, the Station Parcel has suffered and continues to suffer a significant and continuing erosion of value and the Parties agree for purposes of settlement to ameliorate the impact of this increasingly diminished value on the Taxing Bodies by providing an agreed upon value and ramp-down of assessed values over a six year period with the understanding that the Station Parcel, which by definition includes the land, will be assessed in 2020 based upon its fair market value at that time;

**WHEREAS**, Exelon is currently using the Station Parcel for the storage of high-level radioactive waste. The high-level radioactive waste is stored at the Station Parcel on an Independent Spent Fuel Storage Installation (ISFSI) until such time as the United States Department of Energy (DOE) can satisfy its obligation to take possession of the spent fuel. The ISFSI is comprised of a large unitary concrete pad, on which 65 individual over packs and canisters containing spent nuclear materials and other radioactive materials are stored, and a small security building. The Supervisor and the Zion Assessor have concluded that during the

term of this Agreement that only the ISFSI concrete pad and the ISFSI security building will be subject to taxation.

**WHEREAS**, Exelon, the Supervisor, the Zion Assessor, the Collector, the Board of Review and the Taxing Bodies enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective; Article VII, Section 10(a) of the Illinois Constitution, ill. Const. Art. VII, § 10(a); the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq (1992); the corporate authority of Exelon and all other applicable authority of the Supervisor, the Zion Assessor, the Collector, the Board of Review and the Taxing Bodies.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and among Exelon, the Supervisor, and the Zion Assessor, the Collector, the Board of Review and each of the Taxing Bodies as follows:

1. The recitals set forth above are incorporated herein as an agreed statement of facts, and the Parties stipulate that they are true and correct.

2. Upon the approval of this Agreement by all of the Parties hereto, as measured by the last Party to affix its signature to this Agreement, the Parties shall request, using the motion attached hereto as **Exhibit A**, that the Nineteenth Judicial Circuit Court, Lake County (the "**Court**"), approve this Agreement, pursuant to the terms of 35 ILCS 200/9-45, in a case that will be filed for this express purpose (the "**Case**"). Upon approval of this Agreement by the Court, the Parties hereto shall file a stipulation to dismiss the Case in the form attached hereto as **Exhibit B**. None of the provisions of this Agreement shall be of any force or effect until such time as the Agreement, as executed by the Parties hereto, is approved by the Court. The date on

which this Agreement is approved by the Court shall be the effective date of this Agreement.

3. Within 45 days but not earlier than 35 days after the dismissal of the Case as set forth in **Paragraph 2**, the Parties shall file stipulations with the PTAB to dismiss any PTAB CASE or PTAB CASES that have been instituted by Exelon or any one or more of the Taxing Bodies pertaining to the Station Parcel. Said stipulations shall request that the PTAB dismiss the PTAB CASE or PTAB CASES with prejudice, unless, at the time said stipulations are filed with the PTAB, the Order entered by the Court as set forth in **Paragraph 2** is not final because its operation or effect has been stayed, reversed, or amended, or is subject to appeal, in which case said stipulations shall request that the PTAB dismiss the PTAB CASES without prejudice, and with leave to reinstate, until such time as the Order entered by the Court as set forth in **Paragraph 2** becomes a Final Order, as defined below, or has been held valid and enforceable in a Final Order of a court of competent jurisdiction. If the Order entered by the Court as set forth in **Paragraph 2** is determined by a Final Order, as defined below, of a court of competent jurisdiction to be void or unenforceable, then Exelon or any Taxing body shall each have the right to seek reinstatement of the PTAB CASE or PTAB CASES, and the provisions of this Agreement shall be of no further force or effect. For purposes of this Agreement, "Final Order" means an order or judgment, (i) the operation or effect of which has not been stayed, reversed or amended, and (ii) as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired, and (iii) as to which no appeal or petition for review or rehearing was filed or, if filed, no longer remains pending.

4. Subject to the provisions of this Agreement for tax years 2014 through 2019, (the "Continuing Transition Period") the aggregate equalized assessed valuation of the Station Parcel shall be set at the following values:

Tax Year	Equalized Assessed Valuation
2014	\$8,145,046
2015	\$7,502,020
2016	\$6,860,394
2017	\$6,218,068
2018	\$5,575,742
2019	\$ 4,933,416

Neither Exelon nor the Taxing Bodies shall request the Supervisor, the Zion Assessor or the Board of Review to set an equalized assessed valuation on the Station Parcel in an amount other than that set forth above. So long as the Board of Review sets the equalized assessed valuation in the amounts set forth above, neither Exelon nor the Taxing Bodies shall file any appeal with the PTAB or seek any judicial or administrative review therefrom. During the Continuing Transition Period, new construction on the Station Parcel not associated with the ISFSI will be valued at its cost less appropriate depreciation, provided, however, that expenditures for normal repairs and maintenance shall not constitute new construction.

5. It is the intent of the parties that the equalized assessed values specified in **Paragraph 4** will be the final assessments after imposition of all multipliers. If the imposition of a county-wide multiplier by the Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value which differs from the amount specified in

**Paragraph 4**, the parties shall make all efforts to correct the assessed valuation by any statutory means (such as Certificates of Error) prior to the due date of tax payments. If such efforts do not remove the effect of the county-wide multiplier, the assessed value for the subsequent year shall be adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the equalized assessed values specified in **Paragraph 4** shall again be utilized.

6. Exelon shall make Property Tax Payments to all of the Taxing Bodies for the Station Parcel for each of the tax years subject to this Agreement in the following aggregate amounts:

Payment Year	Annual Tax Payment
2014	\$1,589,099
2015	\$ 1,463,781
2016	\$1,338,463
2017	\$1,213,145
2018	\$1,087,827
2019	\$962,510

For purposes of this Agreement, the term "**Property Tax Payments**" means the total amount of real property taxes extended against the Station Parcel by the County Clerk of Lake County for a particular tax year as a result of the levy of taxes by (i) a particular Taxing Body, and (ii) any other taxing body or bodies not a party to this Agreement who provide the governmental services now provided by, and who pay the costs of governmental responsibilities or liabilities now borne by, such Taxing Body. For purposes of this Agreement, the term "**taxes extended**" shall mean taxes extended as a result of the levy of taxes for all purposes, including, but not limited to,

general corporate, special assessment, debt service, lease payment, special service area and any other general or special purpose. Exelon's Property Tax Payments made in accordance with this **Paragraph 6** shall be allocated amongst the Taxing Bodies as set forth in **Exhibit C** attached hereto. It is the Parties' intention that pursuant to the terms of this **Paragraph 6** that Exelon be required to pay to all Taxing Body by way of real estate taxes for each of the tax years from 2014 through 2019 not more nor less than the amount of the Annual Tax Payment set forth above, and that no Taxing Body shall be entitled to demand or receive a property tax payment from Exelon that exceeds each Taxing Bodies portion of the aggregate Annual Tax Payment for that Taxing Body determined in accordance with the allocation set forth in **Exhibit C**.

7. Taxes were extended on the Station Parcel in the amount of \$1,727,216.22 for the 2014 tax year, or \$138,117.22 greater than the amount set forth in **Paragraph 6** above. Accordingly Exelon will have a credit in the amount of \$138,117.22 to be applied to the second installment of its 2014 tax bill for the Station Parcel. Should Exelon not be able to utilize all, or any part of the onetime credit for the 2014 tax year, all or any unused portion of the credit may be applied in subsequent tax years until fully utilized. If for any tax year from 2015 through 2019 the real estate taxes on the Station Parcel are extended in excess of the amount determined under **Paragraph 6**, the Collector, and all Taxing Bodies to whom the Collector distributes any excess tax payments, will hold any such excess tax payments as a constructive trustee for Exelon. All such excess tax payments shall be remitted to Exelon, without interest, within 30 days of the Collector receiving notice from Exelon of the excess payment.

8. With respect to tax years 2014 through 2019, and provided that this Agreement has not been breached by any of the Parties to this Agreement Exelon will file no tax objections with respect to Zion Station. With respect to tax years 2014 through 2019, and provided that this

Agreement has not been breached by Exelon, no Taxing Body shall provide financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase the assessed valuation of Exelon's real estate for general real property tax purposes in Lake County or any other county.

9. The Parties hereto acknowledge and agree that the legal remedies available to the Parties hereto for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief and any other appropriate remedy. In addition, should any Party or Parties breach this Agreement, all of the other Parties agree to join in any action to enforce this Agreement. In the event any Party or Parties shall be determined by the Final Order of a court of competent jurisdiction to have breached this Agreement, said breaching Party or Parties shall pay to any nonbreaching Party the cost of enforcement including, but not limited to, reasonable attorneys' fees.

10. The Parties hereto agree that jurisdiction to implement and enforce the terms of this Agreement shall be in the Circuit Court for the Nineteenth Judicial Circuit in accordance with that Court's local rules.

11. The Parties hereto will submit this Agreement to the Circuit Court for the Nineteenth Judicial Circuit for approval pursuant to the terms of 35 ILCS 200/9-45. None of the provisions of this Agreement shall be of any force or effect until such time as this Agreement, as executed by the parties hereto, is approved by the Circuit Court for the Nineteenth Judicial Circuit and the approval of the Circuit Court has become a Final Order as defined in **Paragraph 3** herein.

12. To the maximum extent permitted by law, the provisions of this Agreement shall



supersede any and all ordinances, policies, resolutions, codes and regulations that may be in conflict with the provisions of this Agreement.

13. Each of the Parties hereto shall take all actions necessary to defend the validity of this Agreement and to immediately execute all documents necessary and appropriate to fully implement all the terms and conditions of this Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

14. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument. The Parties acknowledge that the assessments set forth in **Paragraph 4**, and the tax payments set forth in **Paragraph 6** are the result of a compromise of any and all possible disputes relating to the real property assessment of, and property taxes relating to, the Station Parcel. The terms and conditions of this Agreement are based upon a Term Sheet presented by the Parties to the Board of Review at its hearing on December 21, 2014. The provisions of that Term Sheet shall not affect the determination of equalized assessed valuations or bar any Party from advocating any value or methodology of valuation for any tax year after tax year 2019.

15. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees and assigns. In the event of a sale or transfer by Exelon of the Station Parcel, or a portion thereof, Exelon may assign to such buyer or transferee Exelon's obligations under this Agreement. After such buyer or transferee accepts Exelon's obligations under this Agreement and provides a written notice of such acceptance to the State's Attorney for Lake County, Exelon shall have no further obligation under this Agreement. Each of the parties to this Agreement other than Exelon hereby consents and agrees that Exelon shall be entitled to assign to a buyer or transferee of the Station Parcel any of Exelon's rights under

this Agreement. Exelon shall provide written notice of any such assignment to the State's Attorney for Lake County, who shall provide notice to all of the other parties to this Agreement.

16. The execution of this Agreement has been duly authorized by the board of each of the Taxing Bodies and by the corporate authorities of Exelon. Prior to submitting this Agreement to the Court for approval, each Taxing Body shall provide to Exelon an Opinion Letter from its attorney in substantially the form of **Exhibit D** hereto.

17. This Agreement and the exhibits hereto contain the complete and entire agreement of the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related in any way to the subject matter hereof.

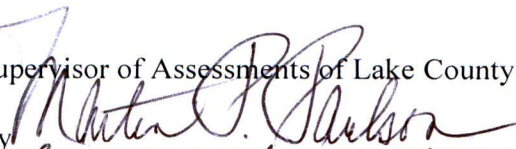
18. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Agreement is deemed to have been executed and delivered.

19. Except as provided in **Paragraph 15**, the Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Agreement to benefit any person or entity that is not a party to this Agreement. No provision in this Agreement shall create any right in any other taxpayer to a reduced rate or amount of taxation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Exelon Generation Company, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

Supervisor of Assessments of Lake County  
By   
Its Supervisor of Assessments

Lake County Collector and Treasurer

By David B. Smith  
Its Treasurer

Lake County Board of Review

By Peter Fleming  
Its CHAIRMAN

Lake County

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Township

By \_\_\_\_\_  
Its \_\_\_\_\_

City of Zion

By \_\_\_\_\_  
Its \_\_\_\_\_

Lake County Forest Preserve District

By \_\_\_\_\_  
Its \_\_\_\_\_

College of Lake County Community College  
District No. 532

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Elementary School District No. 6

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion-Benton Township High School District  
No. 126

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Park District

By \_\_\_\_\_  
Its \_\_\_\_\_

North Shore Sanitary District

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion-Benton Public Library District

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Township Assessor

By \_\_\_\_\_  
Its \_\_\_\_\_

Lake County Collector and Treasurer

By \_\_\_\_\_  
Its \_\_\_\_\_

Lake County

By \_\_\_\_\_  
Its \_\_\_\_\_

City of Zion

By \_\_\_\_\_  
Its \_\_\_\_\_

College of Lake County Community College  
District No. 532

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion-Benton Township High School District  
No. 126

By \_\_\_\_\_  
Its \_\_\_\_\_

North Shore Sanitary District

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Township Assessor

By \_\_\_\_\_  
Its \_\_\_\_\_

Lake County Board of Review

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Township

By \_\_\_\_\_  
Its \_\_\_\_\_

Lake County Forest Preserve District

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Elementary School District No. 6

By \_\_\_\_\_  
Its \_\_\_\_\_

Zion Park District

By William M. Hay  
Its PRESIDENT PARK DISTRICT

Zion-Benton Public Library District

By \_\_\_\_\_  
Its \_\_\_\_\_