



DATE: September 1, 2022

MEMO TO: Julie Simpson, Chair
Finance Committee

FROM: Steve Neaman
Director of Finance

RECOMMENDATION: Motion to recommend approval of an agreement with Constellation Energy Generation, LLC for the taxing valuation of the Zion Power Station for 2022 through 2026.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This agreement would fix the property value of the site of the closed Zion Nuclear Power Station (“Zion Station Parcel”) for the tax years 2022 through 2026 and fix the annual tax payment for that same time period regardless of any changes to the taxing jurisdictions’ individual tax rates or other changes. The equalized assessed valuation would be frozen at \$8,332,500 and the annual tax payment would be frozen at \$1,370,480.00.

BACKGROUND: In 2015 Exelon Generation Company, LLC, now known as Constellation Energy Generation, LLC and the taxing jurisdictions covering the Zion Station Parcel reached an agreement to fix the value and tax liability for that property in an agreement that was approved by the District’s Board of Commissioners on August 11, 2015. That agreement put an end to a challenge filed by Exelon with the Board of Review over the 2014 valuation of the property. The 2015 Settlement Agreement fixed the valuation of the property and the annual tax liability in the same manner as the attached agreement. That 2015 agreement has expired and the parties wish to put a similar agreement in place that will cover 2022 through 2026.

REVIEW BY OTHERS: Chief Operations Officer, Corporate Counsel

MOTION: Motion to recommend approval of the Zion Power Station ISFSI Parcel Agreement with Constellation Energy Generation, LLC and other parties, in substantially the form attached to staff’s September 1, 2022, memorandum.

APPROVED:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

ZION POWER STATION ISFSI PARCEL AGREEMENT

This Agreement is entered into by and among Constellation Energy Generation, LLC (“**Constellation**” f/k/a Exelon Generation Company, LLC), 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 Water Reclamation District and Zion-Benton Public Library District (collectively, the “**Taxing Bodies**”) resolves all of the pending and future tax and assessment disputes for tax years 2022 through and including tax year 2026 concerning Constellation’s Zion Nuclear Power Station site and provides for the assessment and taxation of the Zion Nuclear Power Station site through tax year 2026.

WITNESSETH:

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

WHEREAS, Constellation owned and operated the Zion Nuclear Power Station (“**Zion Station Parcel**”), real estate parcel number 04-23-100-006, located in Zion, Illinois. Constellation is no longer generating electricity at the Zion Station and will not resume generating electricity with nuclear power at the Zion Station.

WHEREAS all that is remaining on the site is an Independent Spent Fuel Storage Installation (“ISFSI”).

WHEREAS the ISFSI is a dry cask storage system in which nuclear fuel is stored pending further or final disposal. The ISFSI is comprised of a large unitary concrete pad, 65 individual overpacks and canisters containing spent nuclear fuel and other high level radioactive waste products associated with the production of electricity utilizing nuclear fuel. The site also contains fencing, a small security building and other miscellaneous equipment associated with the operation of the ISFSI. The high-level radioactive waste will continue to be stored until such time as the United States Department of Energy (DOE) can satisfy its obligation to remove the spent nuclear fuel and high-level nuclear waste from the Zion Station Parcel.

WHEREAS, the Zion Station Parcel has suffered and continues to suffer a significant and continuing erosion of value and the Parties agree to ameliorate the impact of this increasingly diminished value on the Taxing Bodies by providing an agreed upon value for tax years 2022 through 2026.

WHEREAS the Taxing Bodies constitute all of the municipal entities with jurisdiction to levy property taxes against the Zion Station Parcel.

WHEREAS, certain litigation and disputes have, in the past, arisen as to the equalized assessed valuation of the Zion Station Parcel before the Board of Review, the Property Tax Appeal Board (the "**PTAB**") and the Circuit Court of Lake County pursuant to the provisions of 35 ILCS 200/23-15.

WHEREAS, Constellation has advised the Supervisor and the Zion Assessor that the spent nuclear fuel in dry cask storage has no fair market value and when the DOE removes the spent

fuel and the other high level radioactive waste the remaining elements of the Zion Station Parcel will be dismantled and decommissioned.

WHEREAS the Illinois Property Tax Code allows for a power generating facility located within a county of less than 1,000,000 inhabitants, as to which litigation with respect to its assessed valuation is pending or was pending as of January 1, 1993, may be the subject of a real property tax assessment settlement agreement among the taxpayer and taxing districts in which it is situated. (35 ILCS 200/9-45.)

WHEREAS the Parties hereto desire to resolve all matters concerning potential litigation before PTAB or 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 Zion Station Parcel through tax year 2026 in accordance with the terms of this Agreement.

WHEREAS, Constellation, 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 (35 ILCS 200/9-45) of the Illinois Property Tax Code , 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 Constellation 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 Constellation, 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.

Upon the approval of this Agreement by all of the Parties, the Parties shall request, using the motion attached hereto as Exhibit B, 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 shall file a stipulation to dismiss the Case in the form attached hereto as Exhibit C. 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, is approved by the Court. The date on which this Agreement is approved by the Court shall be the effective date of this Agreement.

2. Annual Equalized Valuation: Subject to the provisions of this Agreement for tax years 2022 through 2026, the aggregate Equalized Assessed Valuation (EAV) after the application of all multipliers of Zion Station Parcel shall be set at the following values and the allocation of the EAV between land and improvements shall be as set forth in Exhibit A attached hereto.

Tax Year	Equalized Assessed Valuation
2022	\$8,332,500
2023	\$8,332,500
2024	\$8,332,500
2025	\$8,332,500
2026	\$8,332,500

3. Neither Constellation nor the Taxing Bodies shall request the Supervisor, the Zion Assessor or the Board of Review to set an EAV on the Zion Station Parcel in an amount other

than that set forth in Paragraph 2 above or in Exhibit A. So long as the Board of Review sets the equalized assessed valuation in the amounts set forth above and in Exhibit A, neither Constellation nor the Taxing Bodies shall file any appeal with the PTAB or seek any judicial or administrative review therefrom. It is the intent of the Parties that the equalized assessed values specified in Paragraph 2 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 2, 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.

4. Annual Property Tax Payment: Constellation shall make Property Tax Payments to all Taxing Bodies for the Zion Station Parcel for each of the tax years subject to this Agreement in the following aggregate amounts:

Tax Year	Annual Tax Payment
2022	\$1,370,480
2023	\$1,370,480
2024	\$1,370,480
2025	\$1,370,480
2026	\$1,370,480

For purposes of this Agreement, the term "Property Tax Payments" means the total amount of real property taxes extended against the Zion 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. It is the Parties' intention that pursuant to the terms of this Paragraph 4 that Constellation be required to pay, in the aggregate, to all Taxing Bodies by way of real estate taxes for each of the tax years from 2022 through 2026 not more nor less than the amount of the Annual Tax Payment set forth above.

5. Taxes in Excess of the Amount Set Forth in the Agreement: If for any tax year from 2022 through 2026 the real estate taxes on the Zion Station Parcel are extended in excess of the amount determined under Paragraph 4 for that particular tax year, the Collector will apply any excess amount paid on the first installment to the second installment payment for that tax year and any necessary adjustment shall be made to the second installment amount due.

6. With respect to the litigation pending before the Board of Review regarding the Zion Station Parcel for the 2022 tax year, that will be resolved upon final approval of this Agreement by the Court. With respect to tax years 2022 through 2026, and provided that this Agreement has not been breached by any of the Taxing Bodies, Constellation shall file no tax assessment or rate objections with respect to Zion Station Parcel. With respect to tax years 2022 through 2026, and provided that this Agreement has not been breached by Constellation, no Taxing Body shall provide financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase the assessed valuation of Constellation's real estate for general real property tax purposes in Lake County or any other county.

7. The Parties acknowledge and agree that the legal remedies available to them 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 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 the Circuit Court for the Nineteenth Judicial Circuit 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.

8. 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.

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. 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. Said order shall include the dismissal of all pending tax rate or assessment objections involving the Zion Station Parcel.

9. To the maximum extent permitted by law, the provisions of this Agreement shall supersede all ordinances, policies, resolutions, codes and regulations that may be in conflict with the provisions of this Agreement.

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.

10. 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 2, and the tax payments set forth in Paragraph 4 are the result of a compromise of all possible disputes relating to the real property assessment of, and property taxes relating to, the Zion Station Parcel. The terms and conditions of this Agreement are based upon a Term Sheet dated April 8, 2022. The provisions of this Agreement or the 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 2026.

11. 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 Constellation of the Zion Station Parcel, or a portion thereof, Constellation may assign to such buyer or transferee Constellation's obligations under this Agreement. After such buyer or transferee accepts Constellation's obligations under this Agreement and provides a written notice of such acceptance to the State's Attorney for Lake County, Constellation shall have no further obligation under this Agreement. Each of the parties to this Agreement other than Constellation hereby consents and agrees that Constellation shall be entitled to assign to a buyer or transferee of the Zion Station Parcel any of Constellation's rights under this Agreement. Constellation shall

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

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

13. 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.

14. 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 with jurisdiction in the Nineteenth Judicial Circuit Court, Lake County, Illinois.

15. Except as provided in Paragraph 11, 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.

Constellation Generation Company LLC

Supervisor of Assessments of Lake County

By _____

By _____

Its _____

Its _____

Lake County Collector and Treasurer

By _____

Its _____

County of Lake

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 _____

Lake County Board of Review

By _____

Its _____

Township of Zion

By _____

Its _____

Lake County Forest Preserve District

By _____

Its _____

Zion Elementary School District No. 6

By _____

Its _____

Zion Park District

By _____

Its _____

North Shore Water Reclamation District

Zion-Benton Public Library District

By _____

By _____

Its _____

Its _____

Zion Township Assessor

Lake County Clerk

By _____

By _____

Its _____

Its _____

EXHIBIT A

TAX YEAR	FAIR MARKET VALUE	EAV MULTIPLIER	LAND ASSESSED VALUE		BUILDING/IMPROVEMENTS		TAX RATE (2020TY)	MAXIMUM ANNUAL	
			LAND ASSESSED VALUE	ASSESSED VALUE	ASSESSED VALUE	REAL ESTATE TAXES			
2026	25,000,000	0.3333	890,593	7,441,907	16.447404	1,370,480			
2025	25,000,000	0.3333	890,593	7,441,907	16.447404	1,370,480			
2024	25,000,000	0.3333	890,593	7,441,907	16.447404	1,370,480			
2023	25,000,000	0.3333	890,593	7,441,907	16.447404	1,370,480			
2022	25,000,000	0.3333	890,593	7,441,907	16.447404	1,370,480			

EXHIBIT B
IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL DISTRICT
LAKE COUNTY, ILLINOIS

CITY OF ZION, ZION TOWNSHIP, ZION PARK)
DISTRICT, ZION BENTON PUBLIC LIBRARY)
DISTRICT, ZION ELEMENTARY SCHOOL)
DISTRICT NO. 6, ZION BENTON TOWNSHIP HIGH)
SCHOOL DISTRICT NO. 126)

Plaintiffs)

vs.)

Case No. _____)

CONSTELLATION ENERGY GENERATION)
(("Constellation") (f/k/a Exelon Generation Company,)
LLC)), the ZION TOWNSHIP ASSESSOR, LAKE)
COUNTY BOARD OF REVIEW, SUPERVISOR OF)
ASSESSMENTS OF LAKE COUNTY, LAKE)
COUNTY CLERK, LAKE COUNTY COLLECTOR)
AND TREASURER, LAKE COUNTY, LAKE)
COUNTY FOREST PRESERVE DISTRICT,)
COLLEGE OF LAKE COUNTY COMMUNITY,)
COLLEGE DISTRICT NO. 532 and THE NORTH)
SHORE WATER RECLAMATION DISTRICT)

Defendants.

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT

1. Plaintiffs, City Of Zion, Zion Township, Zion Park District, Zion Benton Public Library District, Zion Elementary School District, No. 6 and Zion Benton Township High School District No. 126 and Defendants Constellation Generation, LLC, Zion Township Assessor, Lake County Board Of Review, Supervisor Of Assessments Of Lake County, Lake County Clerk, Lake County Collector And Treasurer, Lake County, Lake County Forest Preserve District, College Of Lake County Community College District No. 532 and the North Shore Water Reclamation District by their respective attorneys of record or their duly authorized representatives, hereby request that this Honorable Court approve the Zion Power Station ISFSI Parcel Agreement (“Settlement Agreement”) attached hereto as Exhibit 1, pursuant to the authority

of Section 200/9-45 of the Illinois Property Tax Code, 35 ILCS 200/9-45 (1999). In support of this Joint Motion, the Parties state:

2. This case involves the assessed valuation of the Zion Nuclear Power Station, which is property owned by Constellation in Lake County, Illinois.

3. The parties desire to resolve their disputes, including the matters raised in this litigation and avoid future litigation, all as set forth in the Settlement Agreement, attached hereto and made a part hereof as Exhibit 1.

4. In addition to this litigation, there is currently pending before the Lake County Board of Review litigation regarding the equalized assessed valuation of the Zion Station Parcel for the 2022 tax year.

5. The legislature has provided a mechanism for property tax settlements to be approved by the court in which assessment litigation is pending or threatened. 35 ILCS 200/9-45 (1999). No such settlement agreement is effective until it is approved by the court. The Parties respectfully request that this Honorable Court approve the Settlement Agreement. The Parties represent that the Settlement Agreement is consistent with the provisions of 35 ILCS 200/9-45 which provides, in pertinent part, as follows:

...Such an agreement may include the assessment of the facility for any years in dispute as well as for up to ten years in the future. Such an agreement may provide for the settlement of issues relating to the assessed value of the facility and may provide for related payments, refunds, claims, credits against taxes and liabilities in respect to past and future taxes of taxing districts, including any fund created under Section 20-35 of this Act, all implementing the settlement agreement. Any such agreement may provide that parties thereto agree not to challenge assessments as provided in the agreement. An agreement entered into on or after January 1, 1993, may provide for the classification of property that is the subject of the agreement as real or personal during the term of the agreement and thereafter. It may also provide that taxing districts agree to reimburse the taxpayer for amounts paid by the taxpayer in respect to taxes for the real property which is the subject of the agreement to the extent levied by those respective districts, over and above amounts which would be due if the facility were to be assessed as provided in the agreement. Such reimbursement may be provided in the agreement to be made by credit against taxes of the taxpayer. No credits shall be applied against taxes levied with respect to debt service or lease payments of a taxing

district. No referendum approval or appropriation shall be required for such an agreement or such credits and any such obligation shall not constitute indebtedness of the taxing district for purposes of any statutory limitation. The county collector shall treat credited amounts as if they had been received by the collector as taxes paid by the taxpayer and as if remitted to the district. A county treasurer who is a party to such an agreement may agree to hold amounts paid in escrow as provided in the agreement for possible use for paying taxes until conditions of the agreement are met and then to apply these amounts as provided in the agreement....

6. Without limiting or altering the scope or terms of the Settlement Agreement in any way, the parties specifically call the Court's attention to the following:

(a) Paragraph 2 of the Settlement Agreement addresses the equalized assessed valuation of the Zion Station Parcel for tax years 2022 through 2026.

(b) Paragraph 4 of the Settlement Agreement provides for the annual Property Tax Payment real estate parcel number 04-23-100-006, the Zion Station Parcel which is subject to the terms of the Settlement Agreement.

(c) Paragraph 6 of the Settlement Agreement provides for the disposition of all pending litigation regarding the property taxation of the Zion Station Parcel. In addition, it addresses the ability of Constellation to file assessment complaints or tax rate objection cases against those taxing bodies that receive property taxes from the Zion Station Parcel. Finally, Paragraph 6 addresses the signatory taxing bodies' ability to challenge the assessment of Constellation's Zion Station Parcel.

(d) Paragraph 8 of the Settlement Agreement provides that jurisdiction to implement and enforce the terms of the Agreement shall be in this Court in accordance with the Court's local rules.

(e) Paragraph 11 of the Settlement Agreement addresses the rights and liabilities of the parties in the event of a sale or transfer by Constellation of the Zion Station Parcel.

7. The parties incorporate into this Motion the Stipulation of Facts and Law, which is attached hereto as Exhibit 2, in which they represent to the Court that:

(a) Plaintiffs, City of Zion, Zion Township, Zion Park District, Zion Benton Public Community District, Zion Elementary School District No. 6 and Zion Benton Township High School District No. 126 and Defendants, Lake County, Lake County Forest Preserve District, College of Lake County Community College District No. 532 and the North Shore Water Reclamation District (collectively the “Taxing Bodies”) and Defendant Constellation Generation, LLC (“Constellation”) have full power and legal authority to enter into, execute and deliver the Agreement attached hereto and all of the documents to be executed in connection therewith (collectively, the “Agreements”) and to perform the transactions, covenants, obligations and undertakings described therein or contemplated thereby.

(b) The Taxing Bodies and Constellation have taken all actions necessary to authorize the execution, delivery, consummation, and performance of the Agreements.

(c) The Agreements have been duly and validly authorized, executed and delivered by the Taxing Bodies and by Constellation.

(d) The execution, delivery, consummation and performance of the Agreements by the Taxing Bodies will not violate or breach any Taxing Bodies’ governing documents nor will these actions violate any law, regulation or government rule applicable to the Taxing Bodies or Constellation, and to the Taxing Bodies’ or Constellation’s actual knowledge, these actions will not violate any agreement, undertaking or other instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

(e) To the actual knowledge of the Taxing Bodies and Constellation, the execution, delivery, consummation and performance of the Agreements will not result in a default under, or result in an event that, with the giving of notice or passage of time or both, would constitute a default under, require any consent under, result in the imposition of any lien under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment under any other agreement, undertaking or instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

(f) To the actual knowledge of the Taxing Bodies and Constellation, no consent or approval of, or other actions by, any governmental or regulatory body of the United States, the State of Illinois or any political subdivision thereof, which have not been obtained or taken, is required for the execution, delivery, consummation or performance of these Agreements by the Taxing Bodies or Constellation.

WHEREFORE, the parties hereto respectfully request that this Honorable Court approve the Settlement Agreement attached hereto and made a part hereof as Exhibit 1, pursuant to the authority of Section 200/9-45 of the Illinois Property Tax Code.

August _____ 2022

[Law Firm]

By: _____

Attorney for Constellation

Terry F. Moritz, LLC

By: _____
Attorney for []

“Parties”) have full power and legal authority to enter into, execute and deliver the Zion Power Station ISFSI Parcel Agreement (the “Agreement”) attached hereto and all of the documents to be executed in connection therewith (collectively, the “Agreements”) and to perform the transactions, covenants, obligations and undertakings described therein or contemplated thereby.

2. The Parties have taken all actions necessary to authorize the execution, delivery, consummation, and performance of the Agreements.

3. The Agreements have been duly and validly authorized, executed and delivered by the Parties.

4. The execution, delivery, consummation and performance of the Agreements by the Taxing Bodies will not violate or breach any Taxing Bodies’ governing documents nor will these actions violate any law, regulation or government rule applicable to the Taxing Bodies or Constellation, and to the Taxing Bodies’ or Constellation’s actual knowledge, these actions will not violate any agreement, undertaking or other instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

5. To the actual knowledge of the Parties, the execution, delivery, consummation and performance of the Agreements will not result in a default under, or result in an event that, with the giving of notice or passage of time or both, would constitute a default under, require any consent under, result in the imposition of any lien under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment under any other agreement, undertaking or instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

6. To the actual knowledge of the Parties no consent or approval of, or other actions by, any governmental or regulatory body of the United States, the State of Illinois or any political subdivision thereof, which have not been obtained or taken, is required for the execution, delivery, consummation or performance of these Agreements by the Taxing Bodies or Constellation.

August ____ 2022

[LAW FIRM]

By: _____

[LAW FIRM]

By: _____

[LAW FIRM]

By: _____

[LAW FIRM]

By: _____

[LAW FIRM]

By: _____

EXHIBIT D

EXHIBIT D

Letterhead

_____, 2022

VIA U.S. FIRST CLASS MAIL

Constellation Energy Generation, LLC
c/o Terry F. Moritz
Terry F. Mortiz, LLC
55 East Monroe Street, Suite 1470
Chicago, Illinois 60603-5792

c/o Roger A. Lewis
Goldberg Kohn, Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603-5792

RE: ZION POWER STATION ISFSI PARCEL AGREEMENT

Constellation Energy Generation, LLC:

I am the attorney for [INSERT TAXING DISTRICT] and have represented the [INSERT TAXING DISTRICT] in its settlement negotiations with Constellation Energy Generation, LLC (“Constellation”) (Constellation was formerly known as Exelon Generation Company, LLC), regarding the assessed valuation of the Zion ISFSI Parcel as defined in the **ZION POWER STATION ISFSI PARCEL AGREEMENT (“Settlement Agreement”)**. I have reviewed the Settlement Agreement between Constellation, [INSERT TAXING DISTRICT] and the other taxing districts in Lake County with taxing jurisdiction over **the Zion ISFSI Parcel** the Supervisor of Assessments of Lake County, the Lake County Collector and Treasurer, the Lake County Clerk, and the Lake County Board of Review.

It is my opinion that:

1. [INSERT TAXING DISTRICT] has full power and authority to enter into, execute and deliver the Settlement Agreement including all transactions, covenants, obligations, and undertakings described therein.

2. All actions or other proceedings to be taken by or on behalf of [INSERT TAXING DISTRICT] to authorize the execution and delivery of the Settlement Agreement by [INSERT TAXING DISTRICT] and to authorize the consummation and performance of the transactions, covenants, obligations, and undertakings described therein by [INSERT TAXING DISTRICT] have been taken; except that, the parties, including [INSERT TAXING DISTRICT] have not yet presented this matter to the Circuit Court for the 19th Judicial Circuit for approval, which approval is required for the consummation and performance of the Settlement Agreement.
3. The Settlement Agreement has been duly and validly authorized, executed, and delivered by [INSERT TAXING DISTRICT].
4. The execution, delivery, consummation, and performance by [INSERT TAXING DISTRICT] of the Settlement Agreement will not, to the best of my knowledge, violate any law, regulation, or government rule applicable to [INSERT TAXING DISTRICT], or any agreement, undertaking, or other instrument to which [INSERT TAXING DISTRICT] is actually known by me to be a party or by which either the [INSERT TAXING DISTRICT] or its assets are known by me to be bound.
5. To the best of my knowledge, no consent or approval of, or other actions by, any governmental or regulatory body of the United States, the State of Illinois, or any political subdivision thereof, or any other person or entity, which have not been obtained or taken, is required for the execution, delivery, consummation, or performance by the [INSERT TAXING DISTRICT] of the Settlement Agreement, except consents, approvals, or actions that are expressly identified in this opinion letter.

Very truly yours,