$15,000,000
NORTHERN ILLINOIS MUNICIPAL POWER AGENCY
Third Amended and Restated Line of Credit Note
(2026 Taxable Subordinated Bond Revenue Note)

Closing Date: July __, 2026

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CERTIFICATE OF SECRETARY
OF NORTHERN ILLINOIS MUNICIPAL POWER AGENCY

I, Steve Allen, the Secretary of the Board of Directors (the "*Board of Directors*") of the Northern Illinois Municipal Power Agency, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("*NIMPA*"), do hereby certify according to the records of NIMPA in my official possession, as follows:

1. That NIMPA was formed on May 24, 2004, pursuant to the provisions of the Illinois Joint Municipal Electric Power Act, as amended, contained at 65 ILCS 5/11-119.1 *et seq*. (the "*Act*"), by the execution of an Agency Agreement, a true and correct copy of which Agency Agreement, as amended as of April 6, 2006 (the "*Agency Agreement*"), has been executed and delivered by the following members (the "*Members*") of NIMPA and is attached hereto as *Exhibit A*:

MEMBERS

City of Batavia
City of Geneva
City of Rochelle

2. That as of the date hereof, the Agency Agreement is in full force and effect, has not been further supplemented or amended, and no withdrawal of any Member has been approved by the governing body of a majority of the Members of the Agency in accordance with the provisions of the Act.

3. That attached hereto as *Exhibit B* is a full, true and correct copy of the Amended and Restated Prairie State Project Committee Agreement, dated December 20, 2006 (the "Committee Agreement"), such Committee Agreement is in full force and effect on and as of the date hereof and that said Committee Agreement has not been recorded or amended except as set forth herein.

4. That attached hereto as *Exhibit C* is a full, true and correct copy of the Bylaws of NIMPA, such Bylaws are in full force and effect on and as of the date hereof and that said Bylaws have not been rescinded or amended except as set forth therein.

5. That the names of the members of the Board of Directors of NIMPA, in office on the date of this certificate are as follows:

NAME OF DIRECTOR	**OFFICE**
Aaron Holton	President
Steve Allen	Secretary
Blake Toliver	Vice President

6. That each of the Power Sales Agreements, dated as of December 20, 2006, and amended by Amendment Number One to the Power Sales Agreement, dated as of May 24, 2007, between NIMPA and each of the Members, and Amendment Number Two to the Power Sales

Agreement, dated as of April 3, 2013, between NIMPA and the City of Batavia (collectively, the "Power Sales Agreements"), have been duly authorized by the Board of Directors of NIMPA and are in full force and effect on and as of the date hereof and there have been no alterations, amendments, modifications or terminations of said authorization or of the Power Sales Agreements, except for such addenda thereto as set forth in the transcript of which this certificate is a part. True and correct copies of the Power Sales Agreement are included in the transcript of which this certificate is a part (the "Transcript").

7. That none of the Members is in material default under the provisions of the Agency Agreement or of its respective Power Sales Agreement.

8. That a meeting of the Board of Directors was duly called and held on July __, 2026, for the purpose of, among other things, taking action with respect to the authorization, issuance and sale by NIMPA of the Third Amended and Restated Committed Line of Credit Note (2026 Taxable Subordinated Bond Revenue Note).

9. That Ordinance No. 2026-1 (the "Ordinance") of the Board of Directors as set forth in the transcript was duly adopted at a meeting of the Board of Directors held on July __, 2026, and the Ordinance is in full force and effect and has not been amended, modified, supplemented, repealed or superseded as of the date hereof. The foregoing meeting was properly noticed and in all other respects held in compliance with applicable law, including the Act and the Open Meetings Act, and the Bylaws.

11. I hereby certify that the following officers of NIMPA, and any of them, are authorized to give instructions and directions on behalf of NIMPA:

Name	**Title**	**Signature**
Aaron Holton	President	______________________________
Steve Allen	Secretary	______________________________
Blake Toliver	Vice President	______________________________

I further certify that the signature opposite the name of such authorized person is his correct signature and that I am authorized to make this certification.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ________, 2026.

By: ______________________________________
Secretary, Northern Illinois Municipal Power Agency

EXHIBITS

A - Agency Agreement
B - Committee Agreement
C - Bylaws of NIMPA

AGENCY CERTIFICATE
OF
NORTHERN ILLINOIS MUNICIPAL POWER AGENCY

The undersigned, President of the Board of Directors (the "*Board of Directors*"), Vice President of the Board of Directors and Secretary of the Board of Directors, respectively, of the Northern Illinois Municipal Power Agency, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("*NIMPA*"), acting for NIMPA, do hereby certify that NIMPA is organized and existing pursuant to the provisions of the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1 *et seq*. (the "*Act*"), and the NIMPA Agency Agreement, dated as of May 24, 2004, as amended as of April 6, 2006 (the "*Agency Agreement*"), that NIMPA is authorized and empowered by the laws of the State of Illinois, including the Act, to finance, acquire, own, construct and operate a "*project*" (as defined in the Act) and to contract for the sale of the services provided thereby with "*public agencies*" (as defined in the Act), and to issue revenue bonds payable from and secured by a pledge of and lien on the revenues from the sale of such services, and do further certify and request as follows:

1. We have read the provisions of Section 2.04 of the Trust Indenture, dated as of August 1, 2007 (the "*Original Indenture*"), between NIMPA and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee (the "*Trustee*") in connection with the issuance by NIMPA of its Third Amended and Restated Committed Line of Credit Note (2026 Subordinated Taxable Bond Revenue Note) (the "*Note*"), dated the date hereof. The Note is being issued as Subordinated Bonds (as defined in the Indenture) pursuant to the Original Indenture, Ordinance No. 2026-1 of the Board adopted on July __, 2026 (the "*Subordinated Bond Ordinance*"), the Supplemental Trust Indenture No. 11 dated as of July __, 2026, between NIMPA and the Trustee (the "*Supplemental Indenture*"), for the purpose of providing funds to fund the costs of NIMPA incurred in connection with the Project, including working capital, additional capital costs, and posting collateral under power trading agreements. As used herein, all references to the term "*Indenture*" shall refer to the Original Indenture, as supplemented and amended, and the Supplemental Indenture. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Indenture. NIMPA has issued its Power Project Taxable Revenue Bonds, Series 2009B (Prairie State Project) (the "*Series 2009B Bonds*"), its Power Project Taxable Revenue Bonds, Series 2009C (Prairie State Project Build America Bonds – Direct Payment) (the "*Series 2009C Bonds*" and together with the Series 2009B Bonds, the "*2009 Bonds*"), its Power Project Taxable Revenue Bonds, Series 2010A (Prairie State Project Build America Bonds – Direct Payment) (the "2010 Bonds") and its Power Project Revenue Refunding Bonds, Series 2016A (Prairie State Project 2016 A) (the "*2016A Bonds*"*)* under the Original Indenture, as supplemented. The 2009 Bonds, the 2010 Bonds, the 2016A Bonds and any Additional Bonds issued under the Indenture are referred to as the "*Bonds*".

2. We are the duly elected or appointed, qualified and acting President, Vice President and Secretary of the Board of Directors of NIMPA and as such are familiar with the books and corporate records of NIMPA.

3. Included in the transcript of which this certificate is a part is a true, correct and complete copy of the Original Indenture, authorized by the Ordinance No. 2007-2 and duly and

properly adopted by the Board of Directors at a public meeting of the Board of Directors held on August 1, 2007. Included in the transcript of which this certificate is a part is a true, correct and complete copy of the Subordinated Bond Ordinance and true, correct and complete copies of the Supplemental Indenture authorized by the Subordinated Bond Ordinance and duly and properly adopted by the Board of Directors at a public meeting of the Board of Directors held on July __, 2026.

4. The representations, agreements and warranties of NIMPA contained in the Note and the Letter Agreement – Committed Line of Credit Note dated as of June 22, 2012, as amended by the Amendment to Loan Documents dated as of March 22, 2017, the Second Amendment to Loan Documents dated as of November 10, 2021, and the Third Amendment to Loan Documents dated as of July __, 2026, between NIMPA and PNC Bank National Association (the "*Lender*") executed and delivered by NIMPA on the date hereof (together, the "*Letter Agreement*") are true, accurate and correct in all respects on and as of the date hereof (the "*Closing Date*") with the same effect as if made on the Closing Date; NIMPA has complied with all terms, covenants and agreements of the Indenture; the Letter Agreement; the Agency Agreement; the Amended and Restated Project Committee Agreement, between NIMPA and the City of Batavia, the City of Geneva, the City of Rochelle (collectively, the "*Members*"); and the Project Agreements (as defined in the Original Indenture) (collectively, the "*NIMPA Agreements*") to be complied with by the Closing Date; and the NIMPA Agreements, the Notes and the Subordinated Bond Ordinance have been duly authorized and executed and are in full force and effect as of the date hereof and, except to the extent to which the Representative has given written consent, have not been amended, modified or repealed.

5. The Note is being issued under Section 2.04 of the Original Indenture as a Subordinated Bond. The Note is not, and shall not be deemed to be, Bonds for purposes of the Indenture. The Note is payable out of and is secured by a pledge of the amounts held in the Series 2026 Subordinated Bond Account in the Subordinated Bond Fund as may from time to time be available therefor; provided, however, that any such payment or pledge is expressly subordinate and junior in all respects to the pledge and lien in the Trust Estate created under the Indenture as security for the Bonds.

6. There is no action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened against NIMPA (nor to the best of our knowledge is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Member), (i) wherein any unfavorable decision, ruling or finding would adversely affect (A) the existence or powers of NIMPA or the Members or the titles of its officers to their respective offices, (B) the transactions contemplated by the NIMPA Agreements, or the Note or the validity or enforceability of the Act, the NIMPA Agreements, the Note, the Subordinated Bond Ordinance or any agreement or instrument to which NIMPA is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Letter Agreement, (ii) to protest, restrain or enjoin the sale, issuance or delivery of the Note or the collection of the Net Revenues of NIMPA or the amounts held in the Series 2026 Subordinated Bond Account pledged or to be pledged to pay the principal of and interest on the Note, or (iii) to protest, restrain or enjoin the pledge of the amounts held in the Series 2026 Subordinated Bond Account to the Note as provided in the Indenture or the authority of NIMPA to finance the Costs of the Acquisition and Construction of the Project or affecting or seeking to

prohibit, restrain or enjoin the sale, issuance or delivery of the Note, the collection of the Net Revenues or the pledge of the Series 2026 Subordinated Bond Account, pledged or to be pledged to pay the principal of and interest on the Note or in any way contesting or affecting as to NIMPA the validity or enforceability of the Act, the NIMPA Agreements, the Note, the Subordinated Bond Ordinance, the subordinated pledge by NIMPA under the Indenture, or the powers of NIMPA or any authority for the issuance of the Note, the adoption of the Subordinated Bond Ordinance, the acquisition of an undivided ownership interest in the Project, or the execution and delivery by NIMPA of the NIMPA Agreements, nor to the best of our knowledge, is there any basis for any action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, rule or finding would adversely affect the validity or enforceability of the Act or the authorization, execution, delivery or performance by NIMPA of the Note, the Subordinated Bond Ordinance or the NIMPA Agreements.

7. NIMPA has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Subordinated Bond Ordinance and the NIMPA Agreements with respect to the issuance of the Note.

8. As of the Closing Date, no event of default on the part of NIMPA under the NIMPA Agreements has occurred and is continuing and no event has occurred and is continuing, which, with the lapse of time or the giving of notice, or both, would constitute such an event of default on the part of NIMPA. Upon the authentication and delivery of the Note, no Event of Default (as defined in the Indenture) has occurred and is then continuing under the Indenture and no event has or will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under the Indenture.

9. The issuance of the Note complies with the requirements of the Indenture.

10. The NIMPA Agreements and the Subordinated Bond Ordinance are each in full force and effect and have not been amended or supplemented except as otherwise provided herein.

11. The Note has been executed on behalf of NIMPA with the facsimiles of the official signatures of the undersigned President and Secretary, and the undersigned President and Secretary by the execution of this Certificate do authorize and adopt their respective facsimile signatures appearing on the Note.

12. The Trustee is hereby requested and authorized, as Trustee, to authenticate the Note in an aggregate principal amount not to exceed $15,000,000, and to receipt for and deliver the Note to the Lender.

13. NIMPA has obtained all approvals, authorizations, licenses and permits from federal, state and other public authorities and regulatory bodies having jurisdictions (original or otherwise) over NIMPA that are required to be obtained as of the date hereof pursuant to applicable law.

14. David W. Niles, Senior Vice President and Oncu Er, Chief Operating Officer of Avant Energy, Inc., the manager of NIMPA, whose signatures appear below, are hereby designated as Authorized Representatives for purposes of executing requisitions for funds on deposit in the funds and accounts established under the Indenture and authorizing the transfer of moneys on deposit in the funds and accounts established under the Indenture.

____
Name: David W. Niles

____
Name: Oncu Er

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IN WITNESS WHEREOF, the undersigned have hereunto set their official signatures this _____ day of _________, 2026.

NORTHERN ILLINOIS MUNICIPAL POWER AGENCY

By: ______________________________
President

By: ______________________________
Vice President

By: ______________________________
Secretary

TRUSTEE CERTIFICATE RE AUTHENTICATION,
SIGNATURE IDENTIFICATION, INCUMBENCY AND PAYMENT

The undersigned, Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee (the "*Trustee*") under the Trust Indenture, dated as of August 1, 2007 (the "*Original Indenture"),* between the Trustee and Northern Illinois Municipal Power Agency ("*NIMPA*"), hereby certifies with respect to the Third Amended and Restated Committed Line of Credit Note (2026 Taxable Subordinated Bond Revenue Note) in an aggregate principal amount not to exceed $15,000,000 (the "*Note*") authorized to be issued thereunder and under Supplemental Trust Indenture No. 11 dated as of July __, 2026, between the Trustee and NIMPA (the "*Supplemental Indenture*" and collectively with the Original Indenture, as supplemented and amended, the "*Indenture*"), as follows:

1. Pursuant to an Agency Certificate from NIMPA dated this date, the Trustee authenticated the Note issued in aggregate principal amount not to exceed $15,000,000, the same being dated the date hereof, bearing interest at the rates and payable on the respective interest payment dates set forth in the Note and the Supplemental Indenture, maturing and subject to prepayment as provided in the Note and the Supplemental Indenture. The Note was authenticated by the manual signing of the Trustee's certificate of authentication thereon by an authorized signatory of the Trustee.

2. The Supplemental Indenture was executed in multiple counterparts on behalf of the Trustee by the persons whose names, offices and signatures appear below, and each of said persons was at the time of said act and is now the duly appointed, qualified and acting incumbent of his or her respective office, and the signature appearing below after his or her name is a true and correct specimen of his or her genuine signature, and each such person was at the time of the above-mentioned act and is now duly authorized and empowered to perform such act:

NAME	TITLE	SIGNATURE
____________________	____________________	____________________
____________________	____________________	____________________

3. The persons named below are authorized signatories of the Trustee and in accordance with the provisions of the Indenture were duly authorized and empowered to authenticate, and did authenticate, the Note, and the signature appearing after the name of each such person is a true and correct specimen of his or her genuine signature:

NAME	TITLE	SIGNATURE
____________________	____________________	____________________
____________________	____________________	____________________

4. The Trustee is a national banking association organized and existing under the laws of the United States of America and is qualified to do business in the State of Illinois and is in good standing under the laws of the State of Illinois and possesses full power to act as a trustee, paying agent and bond registrar under said laws with respect to the Indenture.

5. Attached hereto as *Exhibit A* is (i) a true, complete and correct copy of the Certificate of Corporate Existence and Fiduciary Powers issued to the Trustee by the Comptroller of the Currency of the United States of America relating to the powers of the Trustee to act as a trustee under the laws of the United States of America and (ii) a true, complete and correct copy of extracts from the Bylaws of the Trustee clearly demonstrating the authority of the Trustee to act as trustee under the Indenture, the authority of the Trustee to act as paying agent, tender agent and bond registrar of the Note and the authority of the officers named in Paragraph 2 above to act on behalf of the Trustee, which Bylaws and authorization have not been rescinded or modified in any way and remain in full force and effect on the date hereof.

6. The Supplemental Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by NIMPA, constitutes a valid and binding agreement of the Trustee enforceable against the Trustee in accordance with its terms.

IN WITNESS WHEREOF, I hereunto affix my signature this _____ day of ________, 2026.

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

By: ______________________________________
Authorized Signatory

OFFICE OF
SECRETARY OF STATE

STATE OF ILLINOIS
CAPITOL BUILDING
SPRINGFIELD, ILLINOIS

CERTIFICATE OF SIGNATURE
UNDER THE
UNIFORM FACSIMILE SIGNATURE OF PUBLIC OFFICIALS ACT

I, ____, certify that I am an "Authorized Official" of the Northern Illinois Municipal Power Agency within the meaning of the provisions of Section 1(c) of the Uniform Facsimile Signature of Public Officials Act and that my signature is required or permitted on a public security or instrument of payment as defined in said Act. I am filing my signature with the Secretary of State, certified under oath, so as to permit the use of a facsimile thereof upon a public security or instrument of payment requiring or permitting my signature as provided under the Uniform Facsimile Signature of Public Officials Act.

I, ____, certify under oath, that the following is my manual signature:

____

Subscribed and sworn to before me this ___ day of ____________, A.D. 2026.

____
Notary Public