



2020013616

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL
RECORDED: 12/17/2020 01:12 PM
REC FEE: 55.00

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 7

CERTIFICATION

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

RESOLUTION 2020-120

APPROVING A FIRST AMENDMENT TO THE WATER AGREEMENT BETWEEN THE CITY OF DEKALB, ILLINOIS AND GOLDFRAME LLC TO CORRECT A SCRIVENER'S ERROR (PROJECT VENTUS – FACEBOOK DATA CENTER).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 26th day of October 2020.

WITNESS my hand and the official seal of said City this 17th day of December 2020.



RUTH A. SCOTT, Executive Assistant

Prepared by and Return to:

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
164 E. Lincoln Highway
DeKalb, Illinois 60115

APPROVING A FIRST AMENDMENT TO THE WATER AGREEMENT BETWEEN THE CITY OF DEKALB AND GOLDFRAME LLC TO CORRECT A SCRIVENER'S ERROR (PROJECT VENTUS – FACEBOOK DATA CENTER).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City and Ventus Tech Services LLC entered into a Water Agreement dated April 27, 2020 (the "Water Agreement") which prescribed the terms and conditions for the City's provision of water to service the data center project; and

WHEREAS, after the execution and delivery of the Water Agreement, Ventus Tech Services LLC changed its name to Goldframe LLC; and

WHEREAS, the City and Goldframe LLC have determined that Exhibit B attached to the Water Agreement contains certain scrivener's errors that do not reflect the parties' mutual agreement and understanding; and

WHEREAS, the City and Goldframe LLC desire to amend the Water Agreement to correct the scrivener's errors in the same or substantially similar form as Exhibit B attached hereto and incorporated herein (the "First Amendment to the Water Agreement"); and

WHEREAS, the City's Corporate Authorities have determined that approving the First Amendment to the Water Agreement is in the best interests of the City's welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this Resolution are true, material, adopted, and incorporated herein as Section 1 to this Resolution.

SECTION 2: The City's Corporate Authorities authorize and approve the First Amendment to the Water Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein. The City's Corporate Authorities further direct: the Mayor or the City Manager to execute the First Amendment to the Water Agreement; the Clerk or Executive Assistant to attest the First Amendment to the Water Agreement; and for the City Manager to take all other acts which may be necessary to effectuate the First Amendment to the Water Agreement.

SECTION 3: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the Corporate Authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

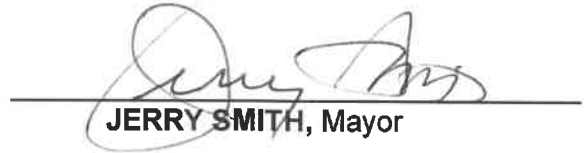
SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of October 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



Reference Ord 2020-023



FIRST AMENDMENT TO WATER AGREEMENT

THIS FIRST AMENDMENT TO WATER AGREEMENT (this “**First Amendment**”) is made and entered into as of the 26th day of October, 2020, by and BETWEEN THE City of DeKalb, a municipal corporation of the State of Illinois (the “**City**”), and Goldframe LLC, a Delaware limited liability company formerly known as Ventus Tech Services LLC (the “**Customer**”).

RECITALS

WHEREAS, the City and the Customer entered into that certain Water Agreement dated as of April 27, 2020 (the “**Agreement**”);

WHEREAS, pursuant to the Agreement, the City and the Customer agreed, among other things, upon the terms and conditions pursuant to which the City would provide Water¹ service to the Project;

WHEREAS, after the execution and delivery of the Agreement, Customer changed its name from “Ventus Tech Services LLC” to “Goldframe LLC”;

WHEREAS, the City and the Customer have determined that Exhibit B attached to the Agreement contains certain scrivener’s errors that do not reflect the City’s and the Customer’s mutual agreement and understanding; and

WHEREAS, the City and the Customer desire to amend the Agreement as set forth in this First Amendment to correct the scrivener’s errors contained in Exhibit B attached to the Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree, as follows:

1. Incorporation. The above recitals are hereby incorporated into this First Amendment as if fully set forth herein.

2. Amendment of Exhibit B Attached to Agreement. The table set forth in Section 1 of Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with the following table:

Tier	Pressure (PSI)	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)	Peak Monthly Volume (Gallons/Month)
1	45	2,500	400,000	3,200,000
2	45	2,500	800,000	6,400,000
3	45	2,500	1,200,000	9,600,000

¹ All initial-capitalized terms used but not defined in this First Amendment shall have the meaning ascribed to them in the Agreement.



3. Conflict. In the event of any conflict between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

4. Continuing Effect. Except as specifically amended by this First Amendment, the provisions of the Agreement remain in full force and effect and shall not be deemed to have otherwise been amended, modified, revised, or altered.

5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

CITY:

City of DeKalb,
a municipal corporation of the State of Illinois

By: 
Name: Bill Nicklas
Title: City Manager

ATTEST:

By: 
Name: Ruth A. Scott
Title: Executive Assistant

CUSTOMER:

Goldframe LLC,
a Delaware limited liability company


By: 
Paul Clements (Dec 7, 2020 11:34 MST)
Name: Paul Clements
Title: Director, Energy and Infrastructure



EXHIBIT B

RESERVATION

1. **Water Capacity Reservation.** The Water capacity reservation for each Tier of the Project is 400,000 gallons per day, with a maximum flow rate of 2,500 gallons per minute, and within the range of minimum 45 pounds per square inch (the "Water Capacity Reservation"), which Customer anticipates will become necessary in the following "Tiers":

Tier	Pressure (PSI)	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)	Peak Monthly Volume (Gallons/Month)
I	45	2,500	400,000	3,200,000
II	45	2,500	800,000	6,400,000
III	45	2,500	1,200,000	9,600,000

2. **Temporary Construction Water.** The City acknowledges the need for temporary Water for construction purposes and will make available 200,000 gallons per day at a Chicago West Business Park location to serve construction purposes immediately after the Effective Date of this Agreement through the final build-out.

3. **Fire Capacity.** The City represents and warrants to Customer that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have the capacity to deliver a minimum of twenty five hundred (2,500) gallons of Water per minute to the Property for the duration of no less than (2) hours to supply Water to load the Project's sprinkler system and to supply Water to the Property in the event of a fire.