

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,